

CHARLES CALVIN CALP, JR. * NO. 18543 EQUITY
Plaintiff * IN THE
VS * CIRCUIT COURT
CAROLYN CALP * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 8th day of August, 1982, that the Plaintiff, CHARLES CALVIN CALP, JR., be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, CAROLYN CALP; and

It is further ORDERED that the pertinent terms of the Separation Agreement between the parties dated September 17, 1981, and filed in this cause, be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

L. K. Burn
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY
SEP 1 2 20 PM '82
LARRY W. SHIPLEY
CLERK

THIS AGREEMENT, Made this 17 day of September, in the year one thousand nine hundred and eighty-one, by and between CAROLYN CALP, of Baltimore City, State of Maryland, party of the first part, hereinafter called the "Wife," and CHARLES CALVIN CALP, JR., of Carroll County, State aforesaid, party of the second part, hereinafter called the "Husband."

WHEREAS, the parties hereto were married in the City of Baltimore, State of Maryland, on the 27th day of July, 1979; and,

WHEREAS, no children have been born of said marriage; and,

WHEREAS, because of disputes and unhappy differences, the parties hereto did on or about the 10th day of January, 1981, mutually and voluntarily agree to live separate and apart during their natural lives, have been, and are now living separate and apart from each other; and,

WHEREAS, each of the parties hereto is fully advised and informed of the property, estate, and prospects of the other and of his or her respective rights and liabilities against and to the other, and to and upon the property and estate of the other; and,

WHEREAS, the parties hereto desire to enter into an Agreement with respect to their property rights; and,

WHEREAS, the parties hereto have reached an agreement in this instrument set forth, in full settlement, now and forever, of each and all their respective rights, claims and demands of the one against the other, for maintenance, support, alimony, either temporary or permanent, and to release and bar as and of and at the date of these presents and forever hereafter, all the rights, interests and estates, which either of said parties has or may have in and to any and all estate and property whatsoever of which the other party may be, now or hereafter, seized and

c.c.c.
c.j.l.
Ph #1
Holo
m

possessed or in any manner entitled thereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That for and in consideration of the premises and of the mutual covenants, agreements and releases herein contained, as well as other good and valuable considerations, the parties hereto do mutually undertake, covenant and agree as follows:

1. That neither of the parties hereto shall molest the other of them or compel or endeavor to compel the other of them to cohabit or dwell with him or her by any legal proceedings, or otherwise.
2. That it shall be lawful for the Wife, at all times hereafter, to live separate and apart from the Husband and free from his marital control and authority, as if she were sole and unmarried, and free from any control and restraint or interference, direct or indirect, by the Husband; that it shall be lawful for the Husband at all times hereafter to live separate and apart from the Wife, as if he were unmarried, at such place or places as he may from time to time select, free from any control and restraint or interference, direct or indirect, by the Wife.
3. That the parties are presently the owners as tenants by the entireties of the improved leasehold parcel of land situated, lying and being in the City of Baltimore, State aforesaid, the improvements thereon being presently known as No. 501 South Potomac Street, which they acquired by virtue of an Assignment dated September 10, 1979, and recorded among the Land Records of said City in Liber W.A. No. 3808, folio 352, from Margaret C. Simmons. Said property is presently subject to the legal operation and effect of a Purchase Money Mortgage from the parties hereto to Homewood-Clinton Savings and Loan Association, Inc., which said Mortgage is dated September 10, 1979, and recorded among the aforesaid Land Records in Liber W.A. No. 3808, folio 354. The principal

c.c.c.
cjc

balance due and payable on said mortgage loan as of July 13, 1981, was \$18,925.71. The Husband hereby agrees to convey and assign unto the Wife all of his right, title, interest and estate in and to said leasehold property and the improvements thereon so that, save and except the conditions immediately hereafter set forth, said property shall be and become the sole and separate property of the Wife, free and clear of any demand and/or claim of the Husband, or of those claiming by, from or under him, except:

- (a) Wife agrees to and shall accept said leasehold property subject to the legal operation and effect of the aforesaid Mortgage to Homewood-Clinton Savings and Loan Association, Inc.
 - (b) Wife covenants and agrees that she will perform all covenant obligations under said Mortgage including, but not limited to, payment of the principal, interest, and requisite expense deposits when and as they become due and payable.
 - (c) That Wife agrees that she will save harmless and indemnify Husband from any and all further responsibility for performance and/or monetary payments under the terms and provisions of said Mortgage.
 - (d) The Wife agrees that in the event that she should permit a default to occur in her performance of the covenants and conditions of said Mortgage which results in a judicial sale of said leasehold property, Husband may at his option become the purchaser thereof and take title thereto free and clear of any claim or demand of the Wife based on the allegation of co-tenancy or otherwise.
4. Wife hereby agrees to assign, and does by the execution of this Agreement, assign to Husband all of right, title, interest and estate in and to the trailer more particularly described as an Americana Mobile Home, 12 feet by 70 feet, -----, which said unit is presently subject to a lease with a present balance of \$ 2,000.00 to Sparks State Bank -----, to which said lien Wife is a signatory. Husband agrees to become and remain solely responsible for the payment of said lien, and to hold Wife harmless from and indemnify her against any liability thereunder.

c.c.c.
cjc

5. Husband shall pay at the time of execution of this Agreement the sum of Three Thousand Dollars (\$3,000.00) in cash. In return for said payment, Wife expressly waives and relinquishes any and all claims and/or demands that she may now or hereafter have for support, maintenance, alimony, or indebtedness of any kind from the Husband, now or in the future. Husband also expressly waives and relinquishes any and all claims or demand for support, maintenance, or alimony from the Wife, now or in the future. It is the expression of the parties that any such claim or claims, one against the other, shall be forever barred.

6. That each of the parties hereto represents that at the present time he or she has not incurred any debts or obligations on the credit of the other, of which the other is not cognizant; that each of the parties further covenants and agrees that he or she will not at any time hereafter contract in his or her own name or in the name of the other any debt or debts, charges or liabilities for which the other, his or her estate shall or may become liable or answerable, and each of the parties further covenants and agrees that he or she, his or her personal representatives, will at all times hereafter indemnify and save harmless the other, his or her personal representatives, from all debts and liabilities contracted by the other after the date hereof.

7. That each of the parties hereto shall retain all of his or her personal property such as clothing, jewelry, and the like which is now in his or her possession, and it is understood and agreed by and between the parties that the bank accounts and chattels jointly owned by the parties have previously been distributed and allocated, and such distributed property shall be the sole and separate property of the distributee.

8. That the parties hereto covenant and agree that any and all property, real, personal and/or mixed, and any and all interests and powers hereafter devolving upon or acquired by

c.c.c.
Cje

either of them which would otherwise be subject to dower, curtesy, rights of inheritance or other marital rights of the other party, shall be held by such party as his or her sole and separate property, wholly free and discharged from any rights therein of the other of said parties or anyone claiming through the other of said parties, and each party hereto shall have full power to convey, assign, change and make testamentary or other disposition of his or her property rights or powers, whether now or hereafter acquired, as if unmarried, and neither party will at any time claim any right, title or interest of any kind of the property or rights of the other, as husband, widower, wife, widow, heir, next of kin, personal representative, or in any other capacity whatsoever, each party hereto hereby releasing, discharging and renouncing all such right, title and interest which either might claim by way of dower, or distributive share, as surviving husband or wife under the law of any State or jurisdiction, in all real and personal property hereafter acquired and owned by either of them, this Agreement being intended to bar, and the parties hereby agreeing that it does and hereby shall bar any and all right, title and interest as wife or husband, or as surviving wife or husband, on and to all real and personal property hereafter acquired and owned by either of said parties.

9. That each of the parties does hereby renounce the right to administer the estate of the other.

10. That each party shall, and will, at any time, make, execute and deliver any and all such further assurances, papers and agreement and will perform all such acts as the other of said parties shall reasonably require, for the purpose of giving full force and effect to this Agreement, and to the covenants, conditions and provisions thereof, whether the same be required presently or in the future; the said parties hereto specifically agree that the performance under this paragraph is part and parcel

c.c.c.
Cje

of the consideration whereby each of the parties hereto execute this Agreement.

11. That in the event a legal proceeding for an absolute divorce is instituted by either party at the expiration of the prerequisite interval of time, it is agreed by the parties that, subject to the approval of the Court in which said proceeding might be instituted, this Agreement may be incorporated in its entirety or by reference in the Decree that may be passed in said proceeding.

12. It is agreed and understood by and between the parties that this Agreement shall in no way affect the rights of either party to proceed against the other for the procurement of an absolute divorce upon any grounds whatsoever, and neither party waives nor condones any cause which either of them may now have or hereafter acquire against the other.

13. Each of the parties hereto agrees to pay his or her own counsel in any future divorce proceedings that may occur between the parties and each party agrees to pay his or her own costs incident to said proceeding.

This Agreement is made and executed in the State of Maryland and the validity, construction, meaning and effect thereof shall be governed and determined by the laws of the State of Maryland. This Agreement contains the entire understanding between the parties, and no modification or waiver of any of the terms hereof shall be valid unless made in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be decreed a waiver of any subsequent breach or default hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

TEST:

[Signature]

[Signature] (SEAL)
Carolyn Calp

c.c.c.
cjc

TEST:

[Signature]

[Signature] (SEAL)
Charles Calvin Calp, Jr.

I HEREBY AFFIRM, under the penalties of perjury that the matters and facts alleged in the foregoing Separation Agreement are true and correct to the best of my knowledge, information, and belief.

[Signature] (SEAL)
Carolyn Calp

I HEREBY AFFIRM, under the penalties of perjury that the matters and facts alleged in the foregoing Separation Agreement are true and correct to the best of my knowledge, information and belief.

[Signature] (SEAL)
Charles Calvin Calp, Jr.

JAMES D. NIGHTINGALE * NO. 18547 EQUITY
Plaintiff * IN THE
vs * CIRCUIT COURT
MARY E. NIGHTINGALE * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 31st day of August, 1982, that the Plaintiff, JAMES D. NIGHTINGALE, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, MARY E. NIGHTINGALE; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated December 3, 1981, and filed in this cause, be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rule K. Burns
JUDGE

SEP 1 2 19 PM '82
LARRY H. SHIPLEY
CLERK

THIS AGREEMENT, made this 3rd day of Dec, 1981, by and between MARY E. NIGHTINGALE, hereinafter referred to as "Wife", party of the first part, and JAMES D. NIGHTINGALE, hereinafter referred to as "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married on March 18, 1961 in Carroll County Maryland by a religious ceremony. Two children were born to the parties as a result of this marriage, namely HAROLD F. NIGHTINGALE, born March 22, 1964 and JAMES D. NIGHTINGALE, JR., born May 5, 1962.

On March 6, 1981 the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may have now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective rights, the custody of minor child and support of the minor child and all other matters relative to their marriage.

NOW THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. NOTHING CONTAINED in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now have or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate

Ph # 816/127

places of abode without any cohabitation, and with the intention of terminating the marriage, and having done so since March 6, 1981, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. The Husband shall have the care and custody of the minor child, HAROLD F. NIGHTINGALE and the Husband shall make all payments for support, maintenance, education and general welfare of the child. Said payments shall cease and terminate upon the first to occur of the following events as to said child: (a) arrival of age eighteen; (b) marriage; (c) become self-supporting; (d) death of said child. Wife shall have reasonable visitation rights with the child, and times of such visitation to be mutually agreed upon by Husband and Wife.

In consideration of the mutual agreement of the parties to live separate and apart and the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

4. Husband shall carry and keep in force Blue Cross and Blue Shield insurance or its equivalent on the Wife until the date of any Decree of Divorce that may be entered between the parties hereto. Husband shall carry and keep in force Blue Cross and Blue Shield insurance or its equivalent for the benefit of the minor child and said Husband furthermore agrees to pay, as the same are incurred, all hospitalization and medical expenses incurred by said child and not covered by the above insurance. Husband's obligation under this paragraph as to said child shall

cease and terminate upon the first to occur of any one of the following events: (a) arrival of age of majority; (b) marriage; (c) becoming self-supporting; or (d) death of said child.

5. The Wife transfers and assigns unto the Husband all of her respective right, title and interest in and to all of the household furniture, equipment, ornaments, linens, china, silverware, and other household chattels which the parties now have in their respective possession, except the wife shall retain the Duncan Fife Dining-room set consisting of table and five chairs and the walnut corner desk. The Husband retains his right, title and interest in the vehicles, boat, tools and equipment. The Wife shall have all right, title and interest in the chickens and cow and equipment associated with both. The Wife shall have the right to use the butcher shop and equipment upon prior notice.

6. Husband ^{AND WIFE} shall be obligated to pay ^{THEIR OWN RESPECTIVE} obligations and accounts ~~of the parties~~ incurred prior to the execution of this Agreement, ~~either by the said Husband or jointly by the parties.~~

7. The parties hereto own as their sole and separate property as follows: JAMES D. NIGHTINGALE, 3222 Niner Road, recorded in LWS 781-98; MARY ELLEN NIGHTINGALE 3224 Niner Road, recorded in LWS 781, 100. Each party shall be responsible for making all future mortgage payments on their property together with all other expenses, including taxes, insurance, utilities, and costs of maintenance and repairs.

8. Husband and Wife covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt, or debts, charges or liabilities for which the other or his or her estate shall, or may be or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore, or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their respective personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings,

claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

9. Husband and Wife agree to pay their own attorney fees for the costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other. Payment of all other costs will be divided equally between the parties.

10. Except for the right, which each of the parties hereto by respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now have or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other and they do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right, title and interest and claim which said parties might now have or which they may hereafter have as to the husband, wife, widow, widower, or next of kin, successor, or otherwise, in and to any property, real and personal that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any right of dower, statutory thirds, halves or legal share and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

11. Husband and Wife, will upon request, execute such other and further assurances hereof as may be necessary to carry out the purpose of this Agreement or any provision hereof.

12. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves, and their respective heirs, personal representatives and assigns agree that they will nevertheless abide by and carry out all of the provisions thereof.

13. Except for the provisions contained in paragraph 3 of this Agreement relating to the custody, visitation and support of the minor child, none of the other provisions of this Agreement shall be subject to modification by any Court.

14. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

15. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

16. This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland.

As Witness the hand and seals of the parties hereto the

day and year first hereinbefore written.

David M. Schaefer
Witness

Mary E. Nightingale (SEAL)
MARY E. NIGHTINGALE

Conrad Kula
Witness

James D. Nightingale (SEAL)
JAMES D. NIGHTINGALE

STATE OF MARYLAND)
COUNTY OF CARROLL) to wit:

I HEREBY CERTIFY that on this 3rd day of Dec.
1981, before me, the subscriber, a Notary Public of the State
and County aforesaid, personally appeared MARY E. NIGHTINGALE.
and made oath in due form of law that the matters and facts set
forth in the foregoing Agreement with respect to the voluntary
separation of the parties are true and correct as therein stated
and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

Robert E. Wheeler
Notary Public

STATE OF MARYLAND)
COUNTY OF CARROLL) to wit:

I HEREBY CERTIFY that on this 3rd day of Dec.
1981, before me, the subscriber, a Notary Public of the State
and County aforesaid, personally appeared JAMES D. NIGHTINGALE,
and made oath in due form of law that the matters and facts set
forth in the foregoing Agreement with respect to the voluntary
separation of the parties are true and correct as therein stated

and acknowledged said Agreement to be his act.
Witness my hand and Notarial Seal.

Robert E. Wheeler
Notary Public

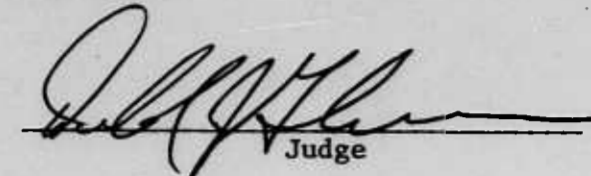
RACHEL ELIZABETH GIMBEL * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
FREDERICK CARLYLE GIMBEL * CARROLL COUNTY
Defendant * WESTMINSTER, MARYLAND
* EQUITY NO. 18346

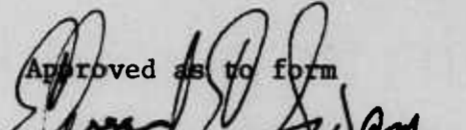
DECREE

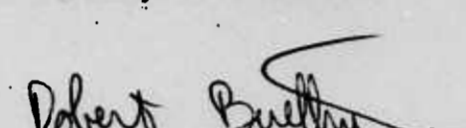
The above entitled cause having come on for hearing, the parties having appeared with Counsel, testimony having been taken and considered, it is this 14 day of SEPTEMBER, 1982, by the Circuit Court for Carroll County, sitting as a Court in Equity, ADJUDGED, ORDERED and DECREED:

1. That RACHEL ELIZABETH GIMBEL, Plaintiff, be, and she is hereby divorced a vinculo matrimonii from FREDERICK CARLYLE GIMBEL, Defendant.
2. That custody of Frederick T. Gimbel (11/20/68) and Mark E. Gimbel (11/20/68) be, and it is hereby placed with RACHEL ELIZABETH GIMBEL, Plaintiff, subject to the further Order of this Court.
3. That Visitation with said minor children be, and it is hereby granted to FREDERICK CARLYLE GIMBEL, Defendant, at reasonable times under reasonable circumstances, subject to the further Order of this Court.
4. That FREDERICK CARLYLE GIMBEL, Defendant, pay unto RACHEL ELIZABETH GIMBEL, Plaintiff, the sum of Fifty Dollars (\$50.00) per child per week in the form of child support, subject to the escalation provided for in the Separation Agreement (as amended) between the parties dated May 14, 1981, and subject, also, to the further Order of this Court.
5. That the Separation Agreement (as amended) between the parties, filed herewith, be, and the same is incorporated herein and made a part here of.
6. That DEFENDANT shall pay the costs of these pro-

ceedings as taxed by the Clerk of this Court.


Judge

Approved as to form

Elwood E. Swan
Attorney for Plaintiff


Robert Buettner
Attorney for Defendant

SEPARATION AGREEMENT

THIS AGREEMENT, made this 14th day of May, 1981, by and between RACHEL E. GIMBEL, hereinafter called "Wife", Party of the First Part, and FREDERICK C. GIMBEL, hereinafter called "Husband", Party of the Second Part.

EXPLANATORY STATEMENT

The Parties were married by a religious ceremony on June 4, 1967, in Manhattan, Kansas. Two (2) children were born to them as a result of the marriage, namely: Frederick T. Gimbel, born November 20, ~~1969~~ 1968, and Mark E. Gimbel, born November 20, ~~1969~~ 1968.

For causes arising prior hereto, the Parties are not now living as man and wife. On APRIL 8, 1981, the Parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the Parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation; to settle their respective property rights and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and mutual covenants of each of the Parties, they do hereby, covenant and agree with each other and their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the Parties of any grounds for divorce

THE LEGAL CLINIC OF
RICHARD A. COOPER, P.A.
ATTORNEYS AT LAW
1555 BALTIMORE AVENUE, FIVE
FLOOR, SUITE 500, BALTIMORE,
MARYLAND 21202

which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The Parties, having heretofore mutually agreed to separate and voluntarily live separate and apart, in separate places of abode without any cohabitation and having done so since APRIL 8, 1981, do hereby expressly agree to continue to do so, and do hereby declare that neither of them has made any bona fide attempt at a reconciliation. Neither of the Parties shall interfere with or molest the other nor endeavor in any way to exercise any marital control or right over the other, or to have marital relations with the other, or to exert or demand any right to reside in the home of the other. Each Party shall be free to go his or her own respective way as fully, and to the same extent as if they had never been joined in matrimony.

~~3. In consideration of the mutual covenant and agreement of the Parties voluntarily to separate and live apart in separate places of abode without any cohabitation, they hereby waive alimony and their rights to support and maintenance by their respective spouse.~~

4. The Wife shall have the permanent care and custody of the minor children of the Parties with the right and privilege unto the Husband to visit with and have said children with him at all reasonable times; provided, however, that the exercise of visitation privileges by the Husband shall not conflict nor interfere with bona fide plans previously made for their activities, and all such visitation shall be exercised with due regard for the health and general welfare of the said children.

5. The Husband shall pay unto the Wife, directly, and not through the Probation Department of Carroll County the sum of Fifty (\$50.00) Dollars per child per week, as and for the

THE LEGAL CLINIC OF
RICHARD A. COOPER, P.A.
ATTORNEYS AT LAW
1555 BALTIMORE AVENUE, FIVE
FLOOR, SUITE 500, BALTIMORE,
MARYLAND 21202

support of said minor children. Said payments to cease and terminate as to each child upon the first to occur of the following events:

- A. Death of child, or Husband;
- B. Becoming self-supporting;
- C. Marriage;
- D. At such time as child ceases to be under Wife's care and custody;
- E. Arrival at age 18, except that if said child shall then be attending college and residing in home of the Wife, the terminating age will be 22.

The first of said payments shall begin on the first Friday after the execution of this Agreement.

~~In addition to the above mentioned child support, the Husband hereby agrees to an escalation of said child support figure described above, the escalation shall work as follows:~~

~~On the anniversary date of this Agreement, the Husband shall indicate to the Wife what percentage of increase in salary he has received since the previous anniversary date, if any. The child support shall be increased by that percentage in which the Husband's salary has increased. This shall be reviewed on an annual basis until the Husband is no longer responsible for child support, for example, if the Husband receives an increase of ten (10%) percent in his salary on the first anniversary of the signing of this Agreement, then child support shall increase ten (10%) percent by the following year.~~

6. The parties own as tenants by the entireties the home property known as 621 Trixam Road, Carroll County, Maryland 21784. They do hereby agree that the Wife shall have the use and occupancy of said home until August 1, 1982; the Husband agrees, however, that if the Wife is having any difficulty in relocating on or before August 1, 1982, then her use and occupancy shall be extended to no later than August 1, 1983, at which time the property shall be placed on the market for sale, and there-

THE LEGAL CLINIC OF
BUTTS & COOPER, P.A.
ATTORNEYS AT LAW
8345 BELMONT AVE. #200
EIGHTH CITY, MD 21226
(301) 591-1100

after sold as soon as practicable for the highest possible price, which such price shall be agreeable to both parties; however, should the parties be unable to agree as to the sale price of the property, each shall select a real estate appraiser of their own choice to appraise said property, and the price for which the property shall be sold, shall be the average of the two appraisals so obtained. The parties agree that when the home property is sold, the net proceeds shall be used to pay off the mortgage on said property and the Wife's Automobile loan on the 1981 Datsun 210, any excess of the net proceeds shall be divided equally between the parties hereto.

Until said property shall be sold, the Wife shall have the right to reside in said property, and the Wife shall, during that period of time make all mortgage payments, seeking no contribution from the Husband. The Husband shall pay the real property taxes as and when they shall become due. Neither party shall further encumber the said property. The Wife agrees to pay all costs for gas, electric and heat as when the same shall be due and payable. ~~The Wife agrees to make all repairs to the said property to be made by her or her agent.~~
The parties hereby agree that they shall split the costs to continue in effect the insurance coverage on said property for the year 1982.

7. Attached hereto, marked Schedule A, and made a part hereof by reference, is a list of household furniture, equipment and chattels owned jointly by the Parties, which items shall become the sole possessions of the Wife. Also attached hereto, marked Schedule B, and made a part hereof by reference, is a list of household furniture equipment and chattels owned jointly by the Parties, which items shall become the sole possessions of the Husband. Each of the Parties hereby transfers and assigns

THE LEGAL CLINIC OF
BUTTS & COOPER, P.A.
ATTORNEYS AT LAW
8345 BELMONT AVE. #200
EIGHTH CITY, MD 21226
(301) 591-1100

unto the other all of his or her right, title and interest in and to the chattels respectively allocated to the other.

8. The jointly owned bank accounts and savings bonds, if any, of the Parties, have heretofore by mutual agreement, been disposed of and divided to the satisfaction of both Parties.

9. The Wife hereby transfers and assigns unto the Husband all of her right, title and interest, if any she may have, in and to the 1978 Honda Accord Automobile and two (2) Kawasaki KZ 1000 Motorcycles, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile and motorcycles in the Husband's name alone.

The Husband hereby transfers and assigns unto the Wife all of his right, title and interest, if any he may have, in and to the 1961 Triump TR3 and 1981 Datsun 210 Automobiles, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobiles in the Wife's name alone.

10. The Husband and Wife agree, if so requested by the other, to execute and file joint Federal and State income tax returns for the year, 1981, and for any subsequent year during which they shall be Husband and Wife, and entitled under the applicable laws and regulations to file joint returns. Each party shall pay that proportionate part of the tax due which shall be attributable to his or her respective earnings or income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax. Any refund shall be used towards the payment of the real property taxes on the aforesaid property, and any excess shall be divided equally between the parties.

THE LEGAL CLINIC OF
BIRMINGHAM & COMPANY, P.A.
ATTORNEYS AT LAW
1500 BIRMINGHAM NATIONAL PARK
BIRMINGHAM, ALA. 35203
205-261-1111

~~It is further agreed that the Husband shall claim children as dependants for income tax purposes, provided, he makes payments for their support pursuant to the terms of this Agreement.~~

11. The Husband shall maintain in force, and pay the premiums thereon at his own expense, the existing health insurance coverage in effect on the date of the execution of this Agreement by the Husband, or its equivalent, for the benefit of the said infant children so long as he is responsible for support payments, and for the benefit of the Wife until the granting of a final divorce.

12. The Husband agrees that as for long as he is required to pay, and is responsible for the payment of child support under the terms of this Agreement, he shall provide and maintain the present insurance coverage on his life ^(Policy No. 32-481-567 NY LIFE) irrevocably naming the minor children as beneficiaries, till age eighteen in equal shares. The Husband agrees to pay the premiums when due, to keep said policy unencumbered, and to provide to the Wife, from time to time, when requested, evidence that such insurance is in full force and effect.

13. The Husband and Wife represent and warrant that with the exception of current monthly charges and the mortgage, there are no joint debts and that the Wife represents and warrants to the Husband that she has not incurred any debts for which the Husband or his estate will be liable subsequent to the date of separation hereinabove referred to. The Husband represents and warrants to the Wife that he has not incurred any debts for which the Wife or her estate will be liable subsequent to the date of separation hereinabove referred to.

The Wife covenants and represents that she will not at any time in the future incur or contract any debts, charge or

THE LEGAL CLINIC OF
BIRMINGHAM & COMPANY, P.A.
ATTORNEYS AT LAW
1500 BIRMINGHAM NATIONAL PARK
BIRMINGHAM, ALA. 35203
205-261-1111

liability whatsoever for which the Husband, his legal representative or his property or his estate could or may become liable and the Wife further covenants at all times to keep the Husband free, harmless and indemnified of and from any and all debts, charges and liabilities heretofore or hereafter contracted by her, and to that end the Wife shall turn over to the Husband all existing credit cards which may be in her possession.

The Husband covenants and represents that he will not at any time in the future incur or contract any debt, charge or liability whatsoever for which the Wife, her legal representatives or her property or her estate could or may become liable and the Husband further covenants at all times to keep the Wife free, harmless and indemnified of and from any and all debts, charges and liabilities heretofore or hereafter contracted by him, and to that the Husband shall turn over to the Wife all existing credit cards which may be in his possession.

14. Each party hereto agrees to pay their own respective attorneys fees for services rendered, or to be rendered in connection with the preparation of this Agreement or in connection with obtaining an absolute decree of divorce.

15. Although there presently exists no hope or expectation of a reconciliation, it is hereby agreed that this Agreement shall not survive, but shall become a nullity should the Parties reconcile at any future date.

16. The parties hereto declare that they fully understand all the terms and provision of this Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of Independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties

THE LEGAL CLINIC OF
BETHESDA & GAITHERSBURG, P.A.
ATTORNEYS AT LAW
1555 BELMONT NATIONAL PARK
BETHESDA, MD 20814
1555 BELMONT NATIONAL PARK
GAITHERSBURG, MD 20878

hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through the, or any of them.

17. The Parties hereby agree that they have been advised by counsel or have been notified to seek advice of counsel concerning Courts and Judicial Proceedings Subtitle 6A et sec., of the Annotated Code of Maryland, titled Property Disposition In Divorce And Annulment, commonly referred to as "The Marital Property Act." The Parties further agree that by signing this Agreement they hereby waive any right, title and interest, if any they may have or that may be conferred upon them by virtue of Courts and Judicial Proceedings Subtitle 6A et sec., of the Annotated Code of Maryland, titled Property Disposition In Divorce And Annulment, commonly referred to as "The Marital Property Act."

18. No representation, warranties, assurances, or promises have been made by either Party as an inducement to enter into this Agreement other than those herein set forth, and this Agreement contains all of the terms and conditions of the contract between the Parties. There can be no modification of this Agreement, no waiver of any provision thereof, rights hereunder, or conditions herein, or release from any obligation imposed hereby, except by written instrument duly executed.

19. Except for the rights, which each of the Parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the Parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands,

THE LEGAL CLINIC OF
BETHESDA & GAITHERSBURG, P.A.
ATTORNEYS AT LAW
1555 BELMONT NATIONAL PARK
BETHESDA, MD 20814
1555 BELMONT NATIONAL PARK
GAITHERSBURG, MD 20878

accounts, and causes of action which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said Parties might now have or which they may hereafter have as the Husband, Wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said Parties may own or may hereafter acquire, or in respect of which either of said Parties has or may hereafter have any right, title, claim, and interest, direct or indirect, including any right of dower, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

20. The Parties for themselves and their respective heirs, personal representatives, and assigns; do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or any other right in any property which either of said Parties may now own or hereafter acquire, including the execution and the delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

21. With the approval of any Court of competent jurisdiction in which any divorce proceedings may now be pending or which may be hereafter instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said

THE LEGAL CLINIC OF
RICHARD S. COOPER, P.A.
ATTORNEYS AT LAW
1101 BALTIMORE AVENUE, FIVE
FLOOR, CITY, MD 21201
800-555-1234
BALTIMORE, MARYLAND 21201

Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event, the Parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

AS WITNESS the hands and seals of the Parties hereto the day and year first above written.

WITNESS:

Robert A. Hahn

Rachel E. Gimbel (SEAL)
RACHEL E. GIMBEL

Frederick C. Gimbel

Frederick C. Gimbel (SEAL)
FREDERICK C. GIMBEL

STATE OF MARYLAND, COUNTY OF ^{CARROLL} BALTIMORE, to wit:

I HEREBY CERTIFY that on this 5th day of May, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RACHEL E. GIMBEL and made oath in due form of law and under the penalties of perjury that she is competent to be a witness and that she executed the foregoing Agreement and that all of the facts in said Agreement are true and correct including the facts relating to voluntary and mutual separation of the Parties.

AS WITNESS, my hand and Notarial Seal.

My Commission Expires:

Robert A. Hahn
NOTARY

7-1-82

THE LEGAL CLINIC OF
RICHARD S. COOPER, P.A.
ATTORNEYS AT LAW
1101 BALTIMORE AVENUE, FIVE
FLOOR, CITY, MD 21201
800-555-1234
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15 day of April, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FREDERICK C. GIMBEL and made oath in due form of law and under the penalties of perjury that he is competent to be a witness and that he executed the foregoing Agreement and that all of the facts in said Agreement are true and correct including the facts relating to voluntary and mutual separation of the Parties.

AS WITNESS, my hand and Notarial Seal.

My Commission Expires:

July 1, 1982

NOTARY



SCHEDULE A

All household furniture, equipment and chattels not listed on Schedule B, Husband's property.

SCHEDULE B

R/C Boats and all related parts
Roll top desk
Panasonic stereo and speakers
all tools
chest in bedroom
furniture in club basement - sofa/chair/end table

ADDENDUM TO SEPARATION AGREEMENT

THIS ADDENDUM, made this 14TH day of May, 1981, by and between RACHEL E. GIMBEL, hereinafter called "Wife", and FREDERICK C. GIMBEL, hereinafter called "Husband", to an AGREEMENT of even date by and between the Wife and Husband.

NOW THEREFORE, in consideration of the premises and mutual covenants of each of the Parties contained in the Separation Agreement and this Addendum, they do hereby, covenant and agree with each other and their respective heirs, personal representatives and assigns as follows:

1. Wife does not presently seek alimony from Husband. The parties agree, however, that if any decree of divorce a vinculo matrimonii may be passed by any court of competent jurisdiction, said court shall reserve jurisdiction to award alimony to Wife at a future time. It is the intention of the parties that such alimony shall be awarded in the future only if the income of Wife shall be insufficient to provide for her needs.

2. So long as Husband complies with the provisions of Paragraph 5 of the Separation Agreement of even date, relating to child support, he shall have the right to claim one of the children of the parties as his dependent on his income tax return. Wife shall have the right to claim one of the children of the parties as her dependent on her income tax return.

3. Husband hereby agrees to an escalation of the amount of child support payments as set forth in the Separation Agreement of even date. The escalation shall work as follows: The Husband shall immediately notify the Wife of any increase in his salary. The amount of child support shall be increased by the percentage in which the Husband's salary has increased. The increase shall become effective on the first day of the month following Husband's increase in salary.

AS WITNESS the hands and seals of the Parties hereto the day and year first above written.

WITNESS:

Robert A. Hah

Rachel E. Gimbel (SEAL)
RACHEL E. GIMBEL

Robert W. Buelter

Fredrick C. Gimbel (SEAL)
FREDERICK C. GIMBEL

STATE OF MARYLAND)
COUNTY OF CARROLL) ss:

I HEREBY CERTIFY that on this 5th day of May, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RACHEL E. GIMBEL and made oath in due form of law and under the penalties of perjury that she is competent to be a witness and that she executed the foregoing Addendum to the Separation Agreement and that all of the facts are true and correct including the facts relating to voluntary and mutual separation of the Parties and her voluntary act.

AS WITNESS, my hand and Notarial Seal.

Robert A. Hah
Notary Public

My Commission Expires:

7-1-82

STATE OF MARYLAND)
COUNTY OF BALTIMORE) ss:

I HEREBY CERTIFY that on this 14TH day of May, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FREDERICK C. GIMBEL and made oath in due form of law and under the penalties of perjury that he is competent to be a witness and that he executed the foregoing Addendum to the Separation Agreement and that all of the facts in said Agreement are true and correct including the facts relating to voluntary and mutual separation of the Parties and his voluntary act.

AS WITNESS, my hand and Notarial Seal.



My Commission Expires:
ROBERT W. BUETTNER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

SECOND ADDENDUM

This Second Addendum made this 26th day of August, 1982, by and between RACHEL E. GIMBEL (wife) and FREDERICK C. GIMBEL (husband)

Whereas, the Wife and Husband entered into a Separation Agreement dated May 14, 1981, said Separation Agreement being amended by an Addendum also dated May 14, 1981, and

Whereas, the Wife and Husband now agree to additional changes in said Separation Agreement and for such purposes these presents are executed.

Now therefore, in consideration of the mutual benefits inuring to each party, the Wife and Husband do agree as follows:

1. Item 4 of said Separation Agreement shall be expanded by adding:

Husband's visitation with the minor children of the parties shall be not less frequent than the third weekend of every month from 6:00 o'clock p.m. Friday until 9:00 o'clock p.m. Sunday.

2. Item 6 of said Separation Agreement is hereby deleted, and the following is substituted in its stead:

6. The parties own as tenants by the entireties 621 Trixam Road, Sykesville, Maryland 21784, which property is encumbered by a mortgage to Maryland National Bank. The parties do agree

- a. Wife shall have the use and occupancy of 621 Trixam Road, Sykesville, Maryland 21784, until November 20, 1986, or until she shall remarry, whichever shall first occur.
- b. During Wife's occupancy of said home Wife shall pay the mortgage payments due thereon, and commencing with the 1983-84 tax year shall pay the real property taxes assessed thereto.
- c. Husband shall pay to the Homeowner's insurance protection premium for the policy presently covering said property, commencing with the next premium due.

d. Upon the termination of Wife's use and occupancy of said home, the parties agree said property shall be sold and the proceeds of said divided:

- i. Payment of all costs of sale.
- ii. Payment of any unpaid mortgage debt.
- iii. Payment to Wife of one-half the sum total of all mortgage payments made by wife from August 11, 1982 until date of transfer of said property.
- iv. The balance of the proceeds are to be divided equally.
- e. During the pendancy of the term of Wife's use and occupancy

of said property, Wife shall have the option of purchasing Husband's right, title, and interest in said property for one-half the equity in the property. The equity shall be determined by subtracting the unpaid principal balance of the aforesaid mortgage from the appraised value of said property. The appraised value shall be determined.

- i. By an appraiser agreed upon by the parties, or
- ii. By averaging the Wife's appraiser's value and the Husband's appraiser's value, or
- iii. If the two appraisals are more than \$5000.00 apart, the appraised value shall be determined by an appraiser selected by Wife's appraiser and Husband's appraiser,

3. Item 9 of said Separation Agreement is expanded as follows:

Husband agrees to assume as his sole and separate obligation the outstanding lien on the 1981 Datsun 210 automobile to Mercantile Safe Deposit and Trust Company, and will indemnify and save harmless wife from any liability for/or loss suffered by her as a result of said lien.

Husband further agrees to maintain the present insurance policy covering said automobile until its January, 1983 billing date.

4. Item 11 of said Separation Agreement is expanded as follows:

All medical costs of the minor children not covered by health insurance shall be divided equally between the parties. Medical costs shall

not include non-prescriptive patent medicines found in the average household medicine cabinet.

WITNESS the hands and seals of the parties hereto.

[Signature]
WITNESS

[Signature]
RACHEL E. GIMBEL, Wife

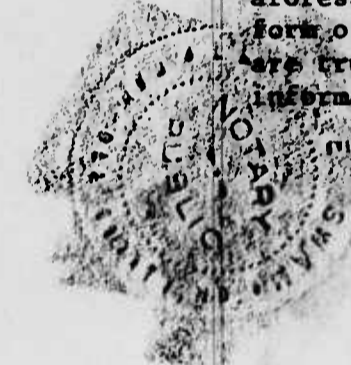
[Signature]
WITNESS

[Signature]
FREDERICK C. GIMBEL, Husband

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 17th day of August, 1982, before me, the subscriber a Notary Public in and for the State and County aforesaid, personally appeared RACHEL E. GIMBEL, Wife, and made oath in due form of law that the matters and facts contained in the foregoing Addendum are true and correct as therein contained to the best of her knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal.



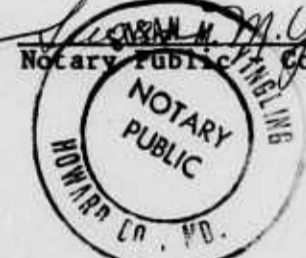
[Signature]
Notary Public - Commission expires 7/1/86

STATE OF MARYLAND, COUNTY OF Howard, to-wit:

I HEREBY CERTIFY that on this 20th day of August, 1982, before me, the subscriber a Notary Public in and for the State and County aforesaid, personally appeared FREDERICK C. GIMBEL, Husband, and made oath in due form of law that the matters and facts contained in the foregoing Addendum are true and correct as therein contained to the best of his knowledge information and belief.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public - Commission expires 7/1/86



LERROY W. SHIPLEY, JR.	*	NO. 17425 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
BRENDA L. SHIPLEY	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 9th day of September, 1982, that the Plaintiff, LEROY W. SHIPLEY, JR., be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, BRENDA L. SHIPLEY; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the remaining infant child of the parties, Steven Christopher Shipley (born February 1, 1967) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the Defendant pay unto the Plaintiff the sum of One Hundred Dollars (\$100.00) per month for the support of said infant child, subject to the further order of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the pertinent parts of the Separation Agreement between the parties dated July 20, 1982, and filed in this cause, be and the same is hereby made a part hereof as if fully set forth herein; and

Filed September 14, 1982

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

[Signature]
JUDGE

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, Made this 20 day of July, Nineteen Hundred and Eighty-Two, by and between LEROY W. SHIPLEY, JR. whose present mailing address is 1610 Strand Avenue, Westminster, Maryland 21157, hereinafter called "Husband", and BRENDA L. SHIPLEY, whose present mailing address is P. O. Box 509, Biglerville, Pennsylvania 17307, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 27th day of July, 1962.

The parties have mutually agreed to voluntarily separate and live separate and apart without cohabitation and their intent in doing so was to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their children, support of their children, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest in terminating the marriage and the marital relationship between them. Said separation commenced on April 21, 1981.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

LAW OFFICES
HANLEY AND HANLEY
208 WASHINGTON AVE.
P. O. BOX 8806
TOWSON, MARYLAND 21204
(301) 823-1174

Phx 1
8/24/82
TH

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

CARE AND CUSTODY OF MINOR CHILD

(5) The care and custody of the minor child born of this marriage; namely, Steven Christopher Shipley, born February 1, 1967, shall be with and remain with the Husband.

SUPPORT OF MINOR CHILD

(6) The Wife shall pay unto the Husband the sum of One Hundred Dollars (\$100.00) per month. Said payments shall commence with the execution of this Agreement. In respect to said child, said payments shall permanently cease upon said child (a) attaining the age of eighteen (18) years or upon the graduation of the Class of 1985 from Westminster High School, Westminster, Maryland 21157, whichever shall last occur, (b) marrying, (c) becoming emancipated, (d) becoming self-supporting, (e) entering the armed services, or (f) dying, whichever shall first occur.

MINOR CHILD'S MEDICAL EXPENSES

(7) Husband shall be responsible for all medical expenses of the minor child. Husband agrees not to subject the child to any prolonged medical or dental treatment program without first consulting with and advising Wife.

LAW OFFICES
HANLEY AND HANLEY
208 WASHINGTON AVE.
P. O. BOX 8806
TOWSON, MARYLAND 21204
(301) 823-1174

8/24/82
TH

VISITATION

(8) Wife shall be afforded liberal rights of visitation with the child and of visitation by the child with her, all of which shall be reasonable as to times and circumstances.

TUITION

(9) Each parent shall be responsible for one-half of the college tuition of each child, provided, however, that neither parent's obligation for college tuition shall exceed the sum of One Thousand Dollars (\$1,000.00) in any calendar year. The parental obligation for college tuition shall cease upon each child's attaining age twenty-two (22).

WAIVER OF ALIMONY

(10) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, and counsel fees now or hereafter existing.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, and counsel fees now or hereafter existing.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(11) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

MOTOR VEHICLES

(12) The automobile presently titled in the Husband's name shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and Husband may sell, trade, encumber, dispose of, or

LAW OFFICES
HANLEY AND HANLEY
208 WASHINGTON AVE.
P. O. BOX 8906
TOWSON, MARYLAND 21204
(801) 823-1174

otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate. The said motor vehicle is subject to a lien of Adams County National Bank, and the Husband agrees to assume responsibility for the payment of said debt and to indemnify and hold the Wife harmless from any claim or actions filed against her as the result of said obligation.

The automobile presently titled in the Wife's name shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate.

REAL ESTATE

(13) Wife agrees to permit Husband to continue to reside in the home, presently owned as tenants by the entirety, located at 1610 Strand Avenue, Westminster, Maryland 21157, until the youngest child of the parties attains his eighteenth birthday, or until the Class of 1985 graduates from Westminster High School, Westminster, Maryland 21157, whichever event shall last occur.

During the tenure of Husband's occupancy of the aforesaid property located at 1610 Strand Avenue, Westminster, Maryland 21157, the Husband shall continue to make the mortgage payments to the Carroll County Bank and Trust Company, and the Husband and Wife shall pay equally the real property taxes assessed against the property, and the cost of the homeowners insurance premiums for the coverage on said property.

Until July 1, 1985 Husband may purchase Wife's interest in the aforesaid real property for a purchase price of Twenty-Six Thousand (\$26,000.00) Dollars to Wife. Husband may purchase Wife's interest by notifying Wife in writing at her last known address of his desire to so purchase. Husband's written notice must be sent to Wife by United States Mail, Certified or Registered, Return Receipt Requested. Settlement shall occur no later than sixty (60) days after Husband's written notice to Wife. Husband's failure to notify Wife of his desire to purchase as herein set forth or Husband's failure to make settlement as herein set forth shall result in this option being null and void. If Wife refuses to make settlement after timely notice and request for settlement by Husband, Husband shall, in addition to any and all other legal remedies available to him, have the right to sue Wife for specific performance in accordance with this Agreement.

Should Husband not exercise his option to purchase, said real estate shall be listed for sale with a real estate broker mutually agreeable to the parties; and upon the sale of said real estate the proceeds thereof shall be first used to pay any outstanding mortgage, then to pay the costs of sale, then to reimburse Husband for one-half of the amount of all mortgage payments made by him from April 21, 1981, until the time of conveyance of the property, and thereafter the proceeds are to be divided equally between the parties.

LAW OFFICES
HANLEY AND HANLEY
208 WASHINGTON AVE.
P. O. BOX 8906
TOWSON, MARYLAND 21204
(801) 823-1174

CHECKING ACCOUNT, SAVINGS ACCOUNTS,
SAVINGS BONDS, CERTIFICATES OF
DEPOSIT, STOCKS, AND OTHER MONETARY ASSETS

(14) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of his/her right, title and interest into such of these items as the other now has in his/her name and possession.

All Black & Decker stock held in joint names shall be the sole and separate property of Husband, and Wife shall execute such documents as may be necessary to effect the transfer of said stock into Husband's name alone.

DEBTS

(15) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

Husband will assume as his sole and separate obligation the balances of Master Charge, Sears, Wards, Citgo and Amoco charge accounts. Husband further agrees to have all credit accounts utilized by him retitled into his sole name.

WAIVER OF RIGHTS

(16) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Section 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative

LAW OFFICES
HANLEY AND HANLEY
206 WASHINGTON AVE.
P. O. BOX 5806
TOWSON, MARYLAND 21204
(301) 823-1174

enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(17) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

INCORPORATION OF AGREEMENT

(18) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provision hereof.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(19) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

LAW OFFICES
HANLEY AND HANLEY
206 WASHINGTON AVE.
P. O. BOX 5806
TOWSON, MARYLAND 21204
(301) 823-1174

ENTIRE AGREEMENT

(20) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION

(21) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(22) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 20 day of July, Nineteen Hundred and Eighty-Two.

Edward E. Swan
WITNESS

Leroy W. Shipley, Jr. (SEAL)
LEROY W. SHIPLEY, JR.

Elizabeth A. Vann
WITNESS

Brenda L. Shipley (SEAL)
BRENDA L. SHIPLEY

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 20 day of July, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared LEROY W. SHIPLEY, JR., and made oath in due form of law under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS, my hand and Notarial Seal.

Edward E. Swan
NOTARY PUBLIC

My Commission Expires 7/1/86.

LAW OFFICES
HANLEY AND HANLEY
208 WASHINGTON AVE.
P. O. BOX 8808
TOWSON, MARYLAND 21204
(301) 823-1174

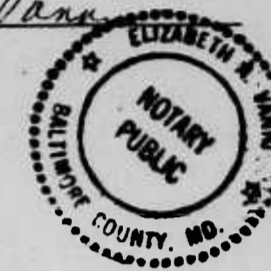
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of July, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared BRENDA L. SHIPLEY and made oath in due form of law under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS, my hand and Notarial Seal.

Elizabeth A. Vann
NOTARY PUBLIC

My Commission Expires 7-1-86.



LAW OFFICES
HANLEY AND HANLEY
208 WASHINGTON AVE.
P. O. BOX 8808
TOWSON, MARYLAND 21204
(301) 823-1174

THEDA HARRIS MARTIN * NO. 18596 EQUITY
Plaintiff * IN THE
vs * CIRCUIT COURT
WALTER LEROY MARTIN, JR. * FOR
Defendant * CARROLL COUNTY
*

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 14TH day of September, 1982, that the Plaintiff, THEDA HARRIS MARTIN, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, WALTER LEROY MARTIN, JR.; and

It is further ORDERED that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, Theda Laraine Harris; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke L. Burns
JUDGE

RECEIVED
CIRCUIT COURT
SEP 14 10 09 AM '82
LARRY W. SHIPLEY
CLERK

MARGARET N. TOLODZEICKI : No. 18556 Equity
Plaintiff : in the
vs : Circuit Court
FRANCIS WALTER TOLODZEICKI : for
Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14TH day of September, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Margaret N. Tolodzeicki, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Francis Walter Tolodzeicki; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Plaintiff, Margaret N. Tolodzeicki, be and the same is hereby changed to Margaret N. Yingling, her former married name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Luke L. Burns
Judge

RECEIVED IN
CIRCUIT COURT
SEP 14 10 10 AM '82
LARRY W. SHIPLEY
CLERK

CALIOPE G. KYKER :: No. 17433 Equity
 Plaintiff and :: in the
 Cross Defendant :: Circuit Court
 vs :: for
 DANA KYKER a/k/a ::
 DANA KYKER, JR. :: Carroll County
 Defendant and ::
 Cross Plaintiff ::

DECREE

This cause standing ready for hearing and being submitted by the Cross Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14TH day of SEPTEMBER Nineteen Hundred and Eighty-two, that the above-named Cross Plaintiff, Dana Kyker, a/k/a Dana Kyker, Jr., be and he is hereby divorced "A VINCULO MATRIMONII" from the Cross Defendant, Caliope G. Kyker; and

It is further ADJUDGED, ORDERED and DECREED that the Marital Settlement Agreement and Addendum thereto, both dated November 11, 1981, by and between the parties hereto and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the original Bill of Complaint filed in this cause, be and it is hereby dismissed; and

It is further ORDERED that the Cross Plaintiff pay the costs of this proceeding.

Luke K. Burns
 Judge

CLERK
 SEP 14 1982
 10 11 AM '82

THIS AGREEMENT, made this 11th day of NOVEMBER, 1981, by and between CALIOPE G. KYKER, hereinafter called "Wife", party of the first part, and DANA KYKER, JR., a/k/a DANA KYKER, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on January 25, 1968, in Hanover, Pennsylvania. No children were born to them as a result of the marriage.

On June 1, 1981, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle their respective rights and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since June 1, 1981, do hereby expressly agree to continue to do so. Neither of the

CR-ss Pl. Exhibit No. 1

parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Husband agrees to carry and keep in force Blue Cross and Blue Shield insurance or its equivalent on the Wife until the date of any Decree of Divorce that may be entered between the parties hereto.

4. Husband hereby agrees that Wife shall own, have and enjoy, independent of any claim or right of Husband, all furniture, household goods and furnishings of the marriage as well as all of the wearing apparel, personal ornaments and other personal property belonging to the Wife, and now in her possession, custody or control.

5. Wife hereby agrees that Husband shall own, have and enjoy, independent of any claim or right of Wife all furniture, household goods and furnishings of the marriage as well as all of the wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

6. Wife shall be entitled to retain as her sole, separate and individual property the 1972 Ford which is titled in the name of the said Wife.

Husband shall be entitled to retain as his sole, separate and individual property any other motor vehicles which are titled in his name.

7. Except as otherwise expressly set forth herein, Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the

other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

8. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support and maintenance, whether past, present or future.

9. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

10. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable considerations, and as part of the complete division of all property rights, the parties covenant and agree as follows:

A. Husband agrees to convey unto Wife all of his right, title and interest in and to all that lot or parcel of

land situate on the west side of West Green Street, in the City of Westminster, Seventh (7th) Election District of Carroll County, Maryland, being known as 57 West Green Street, and being the same land described in a deed dated January 26, 1973, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 532, folio 18&c., said conveyance to be completed within one (1) week from the date hereof. In regards to the WestGreen Street property, the parties acknowledge that the City, County and State taxes for the year 1981-82 are open; however, the parties agree to pay said taxes with the 1980 Federal and State income tax refund checks which are payable jointly to the parties hereto.

B. Husband agrees to convey unto Wife all his right, title and interest in and to all those two parcels of land containing in the aggregate 7,500 square feet, more or less, being known as Lots Nos. 5 and 6, Block A, Vaughn's Addition to Westminster, in the Seventh (7th) Election District of Carroll County, Maryland, and being the same land described in a deed dated May 5, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 623, folio 719&c., said conveyance to be completed within one (1) week from the date hereof. Rents to be adjusted to date of transfer.

C. Husband agrees to convey unto Wife all his right, title and interest in and to all that tract or parcel of land situate on Old Westminster Pike, Seventh (7th) Election District of Carroll County, State of Maryland, being the same land described in a deed unto Dana Kyker and Caliope Kyker, dated August 12, 1969, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 459, folio 18&c., said conveyance to be completed within one (1) week from the date hereof.

D. Husband covenants and agrees that he will pay and assume full responsibility for the mortgage balance to which the property at 57 West Green Street, Westminster, Maryland, is subject, and which is owed to Union National Bank. Husband further agrees to keep Wife indemnified from any responsibility under said mortgage. Husband has the right to continue with the monthly installments due under said mortgage, but further, Husband covenants and agrees that he will pay, in full, any unpaid balance and accrued interest, immediately upon notice of default from Union National Bank, under the terms or conditions of said mortgage, or in the event Wife sells her interest in said property.

E. In regards to the real estate and improvements thereon described in sub-paragraphs A, B and C above and except as otherwise stated therein, Wife covenants and agrees, from the date of transfer, to be solely responsible for the payment of all taxes, insurance, maintenance, repairs, utilities and all other charges, assessments or expenses in anyway related to or connected with said properties, except for what has been paid as of the date of transfer.

F. In regards to the real estate owned jointly by the parties hereto and which is described as all that parcel of land containing 11 acres and 1 rood, more or less, situate on the southeast side of New Windsor Road, in the Seventh (7th) Election District of Carroll County, Maryland, as set forth in a deed dated August 26, 1971, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 494, folio 307&c., the parties covenant and agree to promptly have said real estate appraised by K. Wayne Lockard, Realtor. Thereafter, the parties agree to list the aforesaid property for sale with K. Wayne Lockard, Realtor, at the appraised value or any other value to which both the

parties hereto may agree with the intention being that the property be sold as soon as possible. Upon a sale and final settlement, the parties hereto agree to divide the net proceeds therefrom (after the payment of real estate commissions, adjusted real estate taxes, and other public assessments, adjustment for fire insurance premium rebate, if any, and sellers' share of documentary stamps, transfer taxes and any other transfer costs) as follows:

- (1) Wife shall receive an amount equal to one-half (1/2) of the net proceeds less the sum of Ten Thousand Dollars (\$10,000.00).
- (2) Husband shall receive an amount equal to one-half (1/2) of the net proceeds plus the sum of Ten Thousand Dollars (\$10,000.00).

In the event real estate taxes, fire insurance premiums or any public assessment is charged against the property and becomes due and payable subsequent to the date hereof, the parties agree to equally divide said taxes, premiums or charges. All income from the said property to be equally divided between the parties.

G. Upon the execution hereof, Husband is paying unto Wife, as an advance against her one-half (1/2) interest in and to the New Windsor Road property, the sum of Ten Thousand Dollars (\$10,000.00) which shall be repaid unto Husband upon final settlement as described in sub-paragraph F hereof.

H. In consideration of the transfers hereinabove set forth and the other terms and conditions hereof, Wife does, finally, irrevocably and permanently waive and release any claims or interest, past, present or future, in any other real estate or personal property owned by Husband, individually or jointly with others.

11. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce

any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

12. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

13. In order to effectuate the covenants and agreements of the parties hereto as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

14. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

15. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

16. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

17. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto the day and year first hereinbefore written.

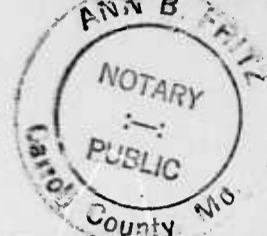
Witness: Charles E. Stoner Caliope G. Kyker (SEAL)
 Witness: Dana Kyker, Jr., a/k/a (SEAL)
 DANA KYKER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of November, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CALIOPE G. KYKER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as

therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.



Anna B. Fritz
Notary Public

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of NOVEMBER, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DANA KYKER, JR., a/k/a DANA KYKER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.



Charles E. Stover
Notary Public

ADDENDUM TO AGREEMENT DATED NOVEMBER 11, 1981, BETWEEN CALIOPE G. KYKER (WIFE) AND DANA KYKER, JR. a/k/a DANA KYKER (HUSBAND)

The Parties agree to amend the Agreement between them dated November 11, 1981, prior to execution thereof as follows:

1. Addendum to Paragraph 10.F. - Husband represents that eviction proceedings are pending against the tenant in this property and it is anticipated that a new tenant will be in possession by December 1, 1981, and prior thereto Husband will replace the outside door and make any repairs necessary to the heating system so that the house is habitable on that date.

Wife shall have the right to collect the rent from this property which she will divide equally with Husband as soon as the same is collected. If any repairs are necessary to render the house habitable prior to the time this property has been sold and settled for, Husband agrees to advance sufficient funds so that such repairs can be made and Wife agrees to obtain Husband's approval before contracting to have such repairs made. One-half of any repairs paid for by Husband for conditions existing subsequent to December 1, 1981, shall be deducted from Wife's share of the net proceeds of sale.

2. Husband will pay to Wife alimony pendente lite as previously ordered by the Circuit Court for Carroll County accrued to December 1, 1981, and shall reimburse Wife for the telephone and gas and electric charges accrued to December 1, 1981.

3. Husband will pay Wife the sum of Three Hundred Seventy Dollars and Fifteen Cents (\$370.15) toward the bill from Nusbaum and Ott dated September 22, 1981.

4. Wife shall be entitled to the rent from the property described in Paragraph 10.B. commencing December 1, 1981.

AS WITNESS the hands and seals of the parties hereto
the day and year first hereinbefore wirtten.

Witness: Charles E. Foner
Witness: Caliope G. Kyker (SEAL)
DANA KYKER, JR., a/k/a (SEAL)
DANA KYKER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of November,
1981, before me, the subscriber, a Notary Public in and for the
State and County aforesaid, personally appeared CALIOPE G. KYKER
and made oath in due form of law that the matters and facts set
forth in the foregoing Addendum are true and correct as therein
stated and acknowledged said Addendum to be her act and deed.

AS WITNESS my hand and Notarial Seal.

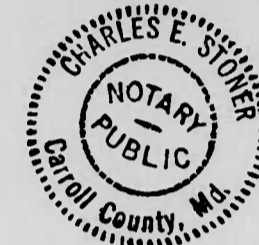


Ann B. Fritz
Notary Public

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of November,
1981, before me, the subscriber, a Notary Public in and for the
State and County aforesaid, personally appeared DANA KYKER, JR.,
a/k/a DANA KYKER, and made oath in due form of law that the
matters and facts set forth in the foregoing Addendum are true
and correct as therein stated and acknowledged said Addendum to
be his act and deed.

AS WITNESS my hand and Notarial Seal.



Charles E. Foner
Notary Public

LON DELPHUS STRICKLER : No. 17879 Equity
 Plaintiff : in the
 vs : Circuit Court
 KAREN E. STRICKLER : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14TH day of September, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Lon Delphus Strickler, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Karen E. Strickler; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Lon Delphus Strickler, be and he is hereby awarded the guardianship and custody of Adrienne F. Strickler, the minor child of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated September 16, 1981 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that Defendant, Karen E. Strickler, shall have visitation privileges with the minor child of the parties pursuant to Paragraph 3 of said Agreement; subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Rule K. Burns
 Judge

Filed Sept. 14, 1982

VOLUNTARY SEPARATION AND PROPERTY
 SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 16th day of September, 1981, by and between KAREN E. STRICKLER, hereinafter referred to as "Wife", and LON DELPHUS STRICKLER, hereinafter referred to as "Husband".

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 27, 1976, in Carroll County, Maryland. One child was born to them as a result of their marriage, namely, ADRIENNE F. STRICKLER, born July 29, 1976, hereinafter referred to as "Child". Differences have arisen between the parties and they are now living separate and apart from one another, having separated on July 17, 1981, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their child, maintenance and support, alimony, counsel fees, their respective rights in the proper ty or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as to the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without,

Pl. Exhibit No. 1

Kenneth H. Hinder
 ATTORNEY AT LAW
 437 B OLD LIBERTY ROAD
 ELLENBURG, Maryland 21036

- 2 -

and free from any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS as SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under the Laws of the State of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of the other, the property both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

Kenneth Helms
ATTORNEY AT LAW
409 W. OLD LIBERTY ROAD
ELDENBURG, MARYLAND 21768

- 3 -

3. CHILD CUSTODY AND VISITATION

The Husband shall have the care and custody of the child, ADRIENNE F. STRICKLER, with the right and privilege of the Wife to visit and have the child with her at all reasonable times and places, and in particular, the Wife is to have the child visit with her on alternate weekends from Saturday at 7:00 A.M. until Sunday at 7:00 P.M.

4. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, the Wife releases and discharges the Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and the Husband releases and discharges the Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

5. INSURANCE

The Husband agrees to maintain hospital and medical insurance to cover said Child and the Wife until an absolute divorce is obtained, at which time the Husband will continue to maintain hospital and medical insurance coverage on the Child, and the Wife agrees to obtain her own hospital insurance; the Husband further agrees to name the Child as beneficiary on his life insurance policy.

6. PERSONAL PROPERTY

As of the date of this Agreement, all the furniture, furnishings, household goods, fixtures, appurtenances and other items of personal property which was owned jointly has been equitably distributed between the parties and there exists no claim by either party for any of said items of personal property. Except

Kenneth Helms
ATTORNEY AT LAW
409 W. OLD LIBERTY ROAD
ELDENBURG, MARYLAND 21768

- 4 -

as otherwise herein provided, each of the parties shall hereafter own, have and enjoy, independently of any claim or right of the other party, all items of real and personal property now or hereafter belonging to him or her and now or hereafter in his or her possession, with full power to him or her to dispose of the same as fully and effectually, in all respects and for all purposes as though he or she were unmarried.

7. AUTOMOBILES

The Husband agrees to transfer unto the Wife the title to their 1976 Vega automobile and he will execute such documents as may be necessary for the issuance of a new certificate of title to said automobile to the Wife's name.

The Wife agrees to transfer unto the Husband the title to their 1980 Chevette automobile and she will execute such documents as may be necessary for the issuance of a new certificate of title to said automobile to the Husband's name.

8. FEES AND COSTS

It is agreed that each party be responsible for his or her own attorney's fees regarding the representation of the voluntary separation agreement and any future divorce proceeding and the party so instituting divorce proceedings shall be responsible for any and all court costs, including master's fees.

9. DEBTS

From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

Kenneth Helms
ATTORNEY AT LAW
427 W. OLD LIBERTY ROAD
ELDENBURG, MARYLAND 21724

- 5 -

10. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event that the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

C. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

D. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

[Signature]
[Signature]

[Signature] (SEAL)
KAREN E. STRICKLER
[Signature] (SEAL)
LON DELPHUS STRICKLER

STATE OF MARYLAND,

to wit:

I HEREBY CERTIFY, that on this 16th day of Sept., 1981, the above named KAREN E. STRICKLER, personally appeared before me and made oath in due form of law that the matters and

Kenneth Helms
ATTORNEY AT LAW
427 W. OLD LIBERTY ROAD
ELDENBURG, MARYLAND 21724

- 6 -

facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and she acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:



Linda J. Whitte
Notary Public

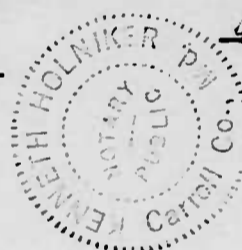
STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 20 day of August, 1981, the above named LON DELPHUS STRICKLER, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and he acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

7-1-82



Emmett Selmer
Notary Public

Kenneth Helms
ATTORNEY AT LAW
497 W. OLD LIBERTY ROAD
Elkton, Maryland 21920

JOANNE E. SCHOBURG	:	No. 18624 Equity
Plaintiff	:	in the
vs	:	Circuit Court
EDMUND F. SCHOBURG	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of September, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Joanne E. Schoburg, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Edmund F. Schoburg; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Joanne E. Schoburg, be and she is hereby awarded the guardianship and custody of Cynthia Marie Schoburg and E. Scott Schoburg, the minor children of the parties hereto, with the right unto the Defendant, Edmund F. Schoburg, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated February 16, 1982 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that Defendant pay direct unto Plaintiff child support in accordance with Paragraph 3 of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that Defendant pay the costs of this proceeding.

Robert K. Bunn
Judge

Filed September 17, 1982

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 18th day of February, 1982, by and between JOANNE ELIZABETH SCHOBURG, hereinafter referred to as "Wife", of Carroll County, State of Maryland, and EDMUND FRANCIS SCHOBURG, hereinafter referred to as "Husband", of Carroll County, State of Maryland,

WITNESSETH:

WHEREAS, the parties hereto were married on December 30, 1961, in a religious ceremony in Baltimore, Maryland, by a duly ordained Minister of the Gospel; and

WHEREAS, as a result of said marriage, four (4) children were born namely, KIMBERLY MARIE SCHOBURG, born October 10, 1962, E. STEVEN SCHOBURG, born December 11, 1963, both of whom are of legal age, CYNTHIA MARIE SCHOBURG, born May 4, 1970, and E. SCOTT SCHOBURG, born November 4, 1972; and

WHEREAS, irreconcilable differences have arisen between the parties, and they are now and have been since December 9, 1980, living separate and apart from one another, voluntarily and by mutual consent, in separate abodes, without cohabitation, with the purpose and intent of ending their marriage; and

WHEREAS, it is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance and support, alimony; counsel fees, their respective rights in property and/or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises, mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof:

-1- Pl. Exhibit No. 1

1. Nothing contained in this Agreement shall be construed as a waiver of either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. That the parties hereto voluntarily and mutually agree that they have lived separate and apart since December 9, 1980, with the intent and purpose of ending the marriage relationship, and they do hereby acknowledge that they have continued to live separate and apart, and voluntarily intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other, nor exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, as far as the law allows.

3. Wife shall have the care and custody of the minor children, with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places, provided Husband does not interfere with the health, welfare, school and routine of the children.

Although no fixed visitation schedule is presently deemed necessary by the parties, Husband agrees that he will never seek visitations with the minor children more often than every other weekend from 10:00 A.M. Saturday morning through 6:00 P.M. Sunday afternoon, without the consent of Wife.

4. Husband shall pay to Wife, for the support and maintenance of each minor child, the sum of Seventy-Five Dollars (\$75.00)

bi-weekly, for a total of One Hundred and Fifty Dollars (\$150.00) bi-weekly for both minor Children until the first to occur of either: (1) death of the Child or Husband, or (2) the Child's arrival at age 21 if the Child shall seek a college education. However, if the Child shall not choose to go to college the aforementioned child support as to that Child shall terminate upon the Child attaining 18 years of age.

5. In addition to the aforementioned provision for Child support, the Husband shall continue to carry and keep in force that hospitalization and medical insurance, or its equivalent, which he carries through his employment by the United States Postal Service for the benefit of all four (4) Children. He shall continue to carry such insurance or its equivalent on said Children until such time as they are no longer eligible under said plan, but in no event shall his obligation to provide such coverage cease as to each Child prior to that Child attaining the age of 21 years. All reasonable and necessary medical, dental, nursing and hospital expenses, including but not limited to costs of medicinal drugs, therapy, orthodonty and appliances, eye glasses and contact lenses prescribed by a physician, eye doctor or dentist which are not covered by Husband's said insurance shall be paid by the parties equally as the same are incurred.

6. Husband shall furthermore keep in force and pay the premiums on all his presently existing life insurance policies. Said policies shall be endorsed so as to designate the aforesaid minor Children as irrevokable beneficiaries of said policies in such a way that upon the death of one Child or upon that Child attaining the age of 21 years, the other Child shall be the sole beneficiary of the entire policies. Upon the event of the youngest Child attaining the age of 21 years, Husband shall be entitled to change said policies to designate any beneficiary he shall so choose. So long

as any child is designated as an irrevokable beneficiary of said policies under the terms of this paragraph, Husband agrees that he will not exercise any of the rights, privileges and options he may possess as owner of the policies, including the right to encumber or cancel the same to the extent any Child is named as beneficiary under the terms of this paragraph, except with the written consent of Wife. Said policy shall be further endorsed to designate Wife as Trustee of any minor child's share. Husband shall provide Wife proof within thirty (30) days of the date of this Agreement that the aforesaid endorsements to his existing life insurance policies have been made.

7. The parties agree to file separate Federal and Maryland income tax returns for the calendar year 1982 and thereafter. The parties agree to file a joint Federal and Maryland income tax return for the calendar year 1981 and Husband agrees that all the proceeds from any income tax refund for said year shall belong solely to Wife and he further agrees to endorse said refund check(s) over to Wife as soon as it/they arrive. Husband further agrees to guarantee a refund to Wife of at least Twelve Hundred Dollars (\$1,200.00) by paying to Wife, within 15 days of receiving the tax refund(s), the difference, if any, between the amount of the tax refund received and the sum of Twelve Hundred Dollars (\$1,200.00).

After the year 1981 the Wife shall be entitled to claim both minor children as exemptions for both State and Federal income tax purposes.

8. Within fifteen (15) days of the execution of this Agreement, Husband shall pay to Wife the sum of Two Thousand Six Hundred Dollars (\$2,600.00). It is the parties intent that this sum will see Wife through financially until October 1, 1982, at which time she expects to find full time employment.

9. Wife does not presently seek alimony from Husband. The parties agree, however, that if any decree of divorce a vinculo matrimonii may be passed by any Court of competent jurisdiction, said Court shall reserve jurisdiction to award alimony to Wife at a future time. It is the intention of the parties that alimony shall be awarded in the future only if the income of Wife shall be insufficient to provide for her needs..

10. Husband agrees to carry and keep in force his present hospitalization and medical insurance coverage, or its equivalent on Wife until the date that any final decree of divorce a vinculo matrimonii shall be entered between the parties hereto, and he further agrees to pay any and all medical expenses incurred by Wife which are not covered by insurance until said date.

11. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at 823 Muller Road, Westminster, Maryland shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

12. Wife shall be the sole owner of that 1970 Buick Skylark automobile presently titled in her name, free and clear of any interest of Husband, and shall hold Husband harmless from any obligation or liability whatsoever arising out of the ownership or use of said automobile. Husband shall be the sole owner of the 1978 Toyota automobile presently titled in his name, free and clear of any interest of Wife, and shall hold Wife harmless from any obligation or liability whatsoever arising out of the ownership or use of said automobile.

13. Husband shall transfer to Wife that life insurance policy on Wife's life which he has been paying the premiums on.

14. Husband shall continue in full force and effect those policies of life insurance which he has through his employment insuring the lives of each of the four (4) children of the parties.

15. The parties own, as tenants by the entireties, improved premises in Carroll County known as 823 Muller Road, Westminster Maryland 21157 (the "Home"). The Home is subject to the lien of a mortgage. Simultaneously with the execution of this Agreement Husband shall convey to Wife all of his right, title and interest in and to the Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Wife shall be solely responsible to pay the mortgage and all other expenses of the Home incurred after the date of this Agreement, including but not limited to, water and utility bills, telephone bills, and all repairs and improvements. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor. Wife shall hold the Home as her sole and exclusive property, free and clear of any interest of Husband. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

16. Except as otherwise expressly provided herein, Husband shall assume all responsibility for debts contracted by the parties or either of them up to the date of this Agreement. Husband shall hold Wife harmless and shall indemnify her from any and all liability for any such debts. From and after the date of this Agreement, except as otherwise provided herein, neither party shall pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debts or obligations.

17. Wife shall pay for the preparation of this Agreement. However, Husband, within fifteen (15) days of the date of this Agreement, shall reimburse Wife the entire cost of this Agreement in the amount of \$250.00, and should Husband employ an attorney, he shall pay his own attorney fees. Husband shall pay all the costs of obtaining a final divorce including Wife's attorneys fees, court costs and Master Fees, provided that the divorce proceeding remain uncontested.

In the event of any intentional or arbitrary breach of the terms of this Agreement by Husband, Wife shall be entitled to a reasonable contribution for her attorneys fees for services rendered to enforce compliance with the terms of this Agreement. Court costs and Master's fees in any action occasioned by such a breach shall also be paid by Husband.

18. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they

do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest, and claim which said parties might now have or may hereafter acquire, as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the Will of the other.

19. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement, it is the mutual intent of the parties that the provisions of the agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions hereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

20. The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of the marriage anytime hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties this agreement shall be submitted to the Court for its approval and the provisions hereof shall, insofar as the Court has jurisdiction to

enforce, be incorporated in, and become a part of such decree, and shall be enforceable as a part thereof. In the event the Court shall fail or decline to incorporate this Agreement, or any provision hereof, said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide and carry out all of the provisions thereof. It is further agreed that regardless of whether said agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said agreement and all the terms thereof shall continue binding upon the parties and their respective heirs, personal representatives and assigns.

21. This Agreement is executed in the State of Maryland and the validity, construction, meaning and effect thereof, shall be governed and determined by the laws of the State of Maryland no waiver of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default hereunder.

22. Husband hereby acknowledges that he is aware that Keith D. Saylor, Esquire, prepared this Agreement as counsel for Wife alone, and that said Attorney has not and does not represent him and that he has made no representation to him other than by these presents advising him that he should have independent counsel of his own choosing and that he is counsel for Wife alone.

23. The parties hereto acknowledge that each of them is making this Agreement of her and his own free will and volition and each acknowledges that no collusion, force, pressure, or undue influence has been used in making the Agreement, either by the other party of this Agreement or by any other person or persons and each party acknowledges that the Agreement is fair and equitable, that it is being entered into freely and voluntarily; that

the parties hereto declare that they fully understand all the terms and provisions of this Agreement; and that each has been advised of his respective legal rights and liabilities, and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel (or after having been advised of such right and has refused the advice of independent counsel) and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legattes, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

24. In the event any provision of this Agreement shall be declared null and void by the judgement or decree of any Court, it shall not effect all other provisions of this Agreement, nor the Husband's obligation for contribution under the terms hereof.

25. Each party shall, at all times and from time to time hereafter execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement

26. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises covenants or understandings other than those expressly set forth herein.

27. Subject to Order of Court, no modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

28. Whenever the masculine gender is used herein, it shall mean also the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

29. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions in this agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not

Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities; and that each believes the agreement to be fair, just and reasonable and that each signs the agreement, freely and voluntarily.

IN WITNESS WHEREOF the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Keith D. Saylor Joanne Elizabeth Schoberg (SEAL)
JOANNE ELIZABETH SCHOBERG

Louise R. Mansfield Edmund Francis Schoberg (SEAL)
EDMUND FRANCIS SCHOBERG

STATE OF MARYLAND:)
COUNTY OF CARROLL:) TO WIT:

I HEREBY CERTIFY that on this 16th day of February, 1982 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOANNE ELIZABETH SCHOBERG, known to me to be the person whose name is subscribed to the within instrument and made oath in due form of law that she has read said instrument in its entirety, that the facts and matters set forth therein are true and that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Keith D. Saylor
NOTARY PUBLIC
My commission expires: 7/1/82

STATE OF MARYLAND:)
COUNTY OF CARROLL:) TO WIT:

I HEREBY CERTIFY that on this 16th day of February, 1982 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EDMUND FRANCIS SCHOBERG, known to me to be the person whose name is subscribed to the within instrument and made oath in due form of law that he has read said instrument in its entirety, that the facts and matters set forth therein are true and that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



David G. Sharpshire
NOTARY PUBLIC
My commission expires: July 1, 1982

DEBORAH ANN STEVENS STEFANSKI : No. 14998 Equity
 Plaintiff : in the
 vs : Circuit Court
 EDWARD JOSEPH STEFANSKI, JR. : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14th day of September, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Deborah Ann Stevens Stefanski, be and she is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Edward Joseph Stefanski, Jr.; and

It is further ADJUDGED, ORDERED and DECREED that the Plaintiff, Deborah Ann Stevens Stefanski, be and she is hereby awarded the guardianship and custody of Edward Joseph Stefanski, III, the minor child of the parties hereto, with the right unto the Defendant, Edward Joseph Stefanski, Jr., to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Decree of this Court dated June 21, 1978 setting out that Defendant pay Plaintiff child support for the minor child of the parties in the amount of \$20.00 per week and support to Plaintiff of \$20.00 per week be and it shall continue in effect until November 1, 1982, at which time said payments shall cease. Beginning November 1, 1982, Defendant shall pay Plaintiff child support in the amount of \$35.00 per week until the first of the following shall occur: June 30, 1984; death of said minor child; marriage of said child; or said minor child becoming self-supporting; and

Filed Sept. 14, 1982

It is further ADJUDGED, ORDERED and DECREED that the Stipulation by and between the parties hereto set out in Report of Master dated August 30, 1982 be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Plaintiff, Deborah Ann Stevens Stefanski, be and the same is hereby changed to Deborah Ann Stevens, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay one-half the costs of this proceeding and that Defendant pay the remaining one-half thereof.

Paul K. Burns, Jr.
 Judge

BARBARA ELLEN DORM * NO. 18466 EQUITY
Plaintiff * IN THE
vs * CIRCUIT COURT
BYRON DORM * FOR
Defendant * CARROLL COUNTY
*

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this ^{September} 14th day of August, 1982, that the Plaintiff, BARBARA ELLEN DORM, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, BYRON DORM; and

It is further ORDERED that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, Barbara Ellen Loats; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Paul K. Burns
JUDGE

RECEIVED
CIRCUIT COURT
CLERK
SEP 14 10 10 AM '82
LARRY W. SHIPLEY

MARY E. SCHMIDT * NO. 17190 EQUITY
Plaintiff * IN THE
vs * CIRCUIT COURT
PAUL K. SCHMIDT, SR. * FOR
Defendant * CARROLL COUNTY
*

DECREE

This cause standing ready for hearing and being submitted by the Cross Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this ^{September} 13th day of September, 1982, that the Cross Plaintiff, PAUL K. SCHMIDT, SR., be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Cross Defendant, MARY E. SCHMIDT; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated April 2, 1982 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Cross Plaintiff pay the costs of this proceeding.

Paul K. Burns
JUDGE

RECEIVED
CIRCUIT COURT
CLERK
SEP 15 11 21 AM '82
LARRY W. SHIPLEY

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 2nd day of April, 1982, by and between MARY E. SCHMIDT, of Carroll County, State of Maryland, hereinafter referred to as "Wife", and PAUL K. SCHMIDT, SR., of Carroll County, State of Maryland, hereinafter referred to as "Husband".

WHEREAS, the parties hereto are now Husband and Wife, having been legally married by a religious ceremony in Baltimore, Maryland on October 28, 1946, and whereas, certain irreconcilable differences have arisen between the said parties for which reason they have now voluntarily consented and agreed to separate and no longer reside together as Husband and Wife, and did, in fact, separate on February 1, 1980, and whereas, the parties intend and contemplate that their separation shall be permanent in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings except as hereinafter provided, and the relinquishment of all right, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly and of their respective incomes, obligations and needs, and after due consideration, do freely, finally and voluntarily covenant and agree as follows:

FIRST: All of the clothing, personal effects and personal property of whatever description now in the possession of either Husband or Wife shall be the respective property of each, individually, free and clear of any claim of the other.

SECOND: All vehicles now titled in the name of either party shall be his or her sole or separate property. All real property or other personal property bearing evidence of title in the name of one of

Ph #1
6/15/82
TM

the parties only shall be his or her sole and separate property.

THIRD: Husband agrees to pay to Wife the sum of One Thousand Dollars (\$1,000.00) ^{upon} ~~within thirty days~~ of the execution of this Agreement *for the waivers contained therein in item Fourth below. M.E.S. P.K.S.*

FOURTH: Each party does hereby agree to release and discharge the other from any and all obligations of further support other than provided herein, and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities for which he or she may be liable hereafter contracted by the other, it being the intention hereof that both parties hereby expressly forever waive any present or future claim he or she may have against the other for alimony, or alimony pendente lite.

FIFTH: All property individually owned by either party whether real, personal or mixed, of any kind, character or description, or which in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. This Agreement shall operate as a full, complete and final settlement and shall serve as a discharge and adjudication of any and all legal rights, claims or demands of either party against the other, by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, including any and all rights either party may have against the other pursuant to the Maryland Marital Property Act, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

SIXTH: Neither of the parties hereto shall molest the other or compel or endeavor the other to cohabit or dwell with him or her by any legal proceedings or restitution of conjugal rights or otherwise; and

said parties may at all times live apart from each other free from the other's authority.

SEVENTH: Each party hereto expressly retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce; and in the event of such proceeding or proceedings, each of the parties shall be liable solely for his or her own counsel fees incurred in connection therewith.

EIGHTH: In the event any action is instituted in the future by either party hereto against the other for an absolute divorce, this Agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and any decree or judgment entered in such action shall make no other provisions for the Wife, except as hereinabove provided, and said Court shall be requested by the parties hereto to incorporate this Agreement, by reference, in any decree or judgment that may be entered in any such action.


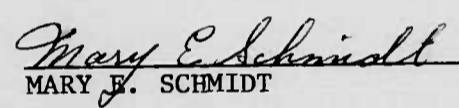
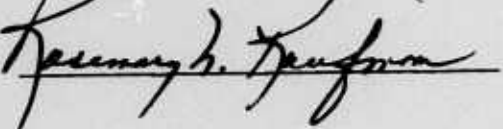
NINTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties hereto as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

TENTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinabove set forth, and for no other purposes, each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him

or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the property herein described.

ELEVENTH: The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each party hereto signs this Agreement freely and voluntarily intending thereby that this Agreement shall benefit and be binding upon the parties hereto, their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

WITNESS the hands and seals of the parties duly witnessed and acknowledged.

WITNESS:   (SEAL)
MARY E. SCHMIDT
 (SEAL)
PAUL K. SCHMIDT, SR.

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:


I HEREBY CERTIFY that on this 31st day of March, 1982, before me, the subscriber, a Notary Public of the above State and County, personally appeared MARY E. SCHMIDT, who made oath in due form of law that the matters and facts contained in the foregoing Agreement are true and correct and that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.



My Commission Expires:

7-1-82


Notary Public

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this 31st day of March 1982, before me, the subscriber, a Notary Public of the above State and County, personally appeared PAUL K. SCHMIDT, SR., who made oath in due form of law that the matters and facts contained in the foregoing Agreement are true and correct and that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.



Rosemary H. Kaufman
Notary Public

My Commission Expires: 7-1-82

Twelfth:
P/S
W/S
This agreement is executed by Mary Schmidt because of the express inducement and promise made by Paul Schmidt that he does not now own nor will in the future own in whole or in part any right, title, interest or estate in the real estate which ~~was~~ the residence at the time of separation between the parties and that this is a mutual representation and he will compensate her for any loss or expense which she may incur if such ownership does now exist or will exist in the future within 10 years from the date of this agreement.

GEORGE M. ITNYRE, III	*	NO. 18573 EQUITY
Plaintiff	*	IN THE
vs	*	CIRCUIT COURT
BARBARA JEAN ITNYRE	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 15th day of September, 1982, that the Plaintiff, GEORGE M. ITNYRE, III, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, BARBARA JEAN ITNYRE; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, Joanna Jean Itnyre (born October 22, 1975) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the further jurisdiction of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the pertinent parts of the Separation Agreement between the parties dated May 29, 1981 and the Amendment thereto dated October 26, 1981, both filed in this cause, be and the same are hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Julia B. Bunn
JUDGE

filed September 15, 1982

RNH/mlb 5/27/81

THIS AGREEMENT, made this 29th day of May, 1981, by and between BARBARA JEAN ITNYRE, hereinafter called "Wife", party of the first part, and GEORGE M. ITNYRE, III, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on April 19, 1975, in Carroll County, Maryland, and one child was born to them as a result of the marriage; namely, JOANNA JEAN ITNYRE, ~~born August 22, 1975~~ ^{born October 10, 1975}.

As of the date of this Agreement, the parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights, the custody and support of their child and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties agree to separate and from the date of this Agreement voluntarily to live separate and apart in separate places of abode without any cohabitation. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to

Pl #1
8/31/82
Tm

have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Wife shall have the care and custody of the minor child of the parties hereto with the right and privilege unto Husband to visit with and have said child with him at all reasonable times, it being the intention of the parties that Husband shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between him and the child. Wife shall cooperate to the fullest extent possible to effectuate this intent.

Husband shall pay unto Wife the sum of Fifty Dollars per week, toward the support, maintenance, education and general welfare of the infant child. Said payments shall cease and terminate upon the first to occur of any one of the following events as to said child: (a) arrival at age of eighteen (18) years; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

Husband shall be entitled to claim the minor child of the parties as his dependent for Federal and State Income Tax purposes for the tax year of 1981, and shall be entitled to claim said minor child, JOANNA JEAN ITNYRE, for Federal and State Income Tax purposes for all years thereafter in which he provides support for her.

In addition, Husband shall carry and keep in force his present medical insurance with Metropolitan Insurance Company, or its equivalent; for the benefit of the minor child. The terminal date of Husband's obligation as to said minor child under this Paragraph shall be the same as provided in the foregoing second Paragraph of this Item 3.

4. Husband agrees to carry and keep in force his present medical insurance with Metropolitan Insurance Company, or

its equivalent, on the Wife until the date of any Decree of Divorce that may be entered between the parties hereto.

5. Each party shall keep the other advised of his or her address or telephone number, and neither shall come to the residence of the other for purposes of visitation without a prior telephone call or other prior arrangement.

Wife shall not move the permanent residence of the minor child from the State of Maryland without a prior Order of a Maryland Court of competent jurisdiction and after notice to Husband and an opportunity by him to be heard thereon.

6. Wife shall be entitled to retain as her sole, separate and individual property the 1957 blue two-door Chevrolet which is titled in the name of the said Wife.

Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1973 Chevrolet Corvette, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. Husband shall pay the cost, if any, for the transfer of title. Husband shall assume and pay, in accordance with its terms, the existing note held by Westminster Trust Company (now Westminster Bank and Trust Company) which was executed by the parties hereto in connection with the purchase of said motor vehicle, and Husband shall indemnify and hold Wife harmless from any and all liability in connection with said note.

Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1957 green four-door Chevrolet, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. Husband shall pay the cost, if any, for the transfer of title.

Husband shall be entitled to retain as his sole, separate and individual property the 1977 tractor (Peterbilt)

which is titled in the name of the said Husband. Husband shall assume and pay, in accordance with its terms, the existing note held by Union Trust Company which was executed by the parties hereto in connection with the purchase of said tractor, and Husband shall indemnify and hold Wife harmless from any and all liability in connection with said note.

Husband shall be entitled to retain as his sole, separate and individual property the 1957 Chevrolet four-door and 1957 Chevrolet two-door recently purchased by Husband and which Husband shall be titling in his sole name.

7. Wife is entitled to retain all of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels as well as her clothing, jewelry, personal effects and the child's clothing, jewelry and personal effects.

8. Husband is entitled to retain all of his clothing, jewelry and personal effects.

9. The parties presently rent as their residence the first floor at 108 Liberty Street, Westminster, Maryland. Husband shall vacate the premises upon the execution of this Agreement and Wife shall have the right to remain in the rental property for so long as she desires. Husband covenants and agrees to pay the monthly rental for the month of June but no longer. Wife shall assume complete responsibility, from the date of this Agreement, for all rental payments subsequent to June, 1981, cost of all utilities furnished to the premises and any and all other expenses in connection therewith. Wife covenants and agrees to hold Husband harmless from any and all liability in connection with said expenses (other than the June rental payment) from this date forward.

10. Husband agrees to pay the following outstanding bills and debts:

(a) Montgomery Ward and Sears Accounts outstanding

as of May 23, 1981.

(b) Note to Westminster Trust Company (now Westminster Bank and Trust Company) executed with respect to making down payment on Peterbilt tractor.

(c) Note to Household Finance Company.

(d) Obligation owed Wheeler Chevrolet for services performed on blue two-door 1957 Chevrolet.

(e) Outstanding balances yet due the Internal Revenue Service for 1979 and 1980 income taxes.

(f) Outstanding balance yet due the Comptroller of the Treasury for 1980 Maryland income taxes.

Husband shall hold harmless and indemnify Wife against any and all liability in connection with each and everyone of the above obligations which Husband is obligated to pay.

11. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

12. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and

permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

13. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

14. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own

or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

15. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

16. In order to effectuate the covenants and agreements of the parties hereto as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the tangible personal property herein described.

17. With the approval of any Court of competent

jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

18. Wife hereby acknowledges that she is aware that R. Neal Hoffman, Esq., prepared this Agreement as counsel for Husband alone, and that said attorney has not and does not represent Wife and that he has made no representations to her other than by these presents advising Wife that she should have independent counsel of her own choosing and that he (R. Neal Hoffman) is counsel for Husband alone.

19. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

20. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

21. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

22. No Court shall modify, add to or delete any of the

terms or provisions hereof without written consent of the parties hereto except for the provisions contained in Paragraph 3 relating to the custody of and visitation with the minor child of the parties.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

Witness: Nancy Jean Seal Barbara Jean Itnyre (SEAL)
BARBARA JEAN ITNYRE
Witness: R. Neal Hoffman George M. Itnyre, III (SEAL)
GEORGE M. ITNYRE, III

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 29 day of May, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BARBARA JEAN ITNYRE, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.



Nancy Jean Seal
Notary Public

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 29th day of May, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GEORGE M. ITNYRE, III, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.



R. Neal Hoffman
Notary Public

ADDENDUM

THIS ADDENDUM, made this 26th day of October, 1981, by and between BARBARA JEAN ITNYRE, hereinafter called "Wife", party of the first part, and GEORGE M. ITNYRE, III, hereinafter called "Husband", party of the second part.

WHEREAS, the parties hereto are Husband and Wife; and whereas, the parties hereto did separate on or about May 29, 1981; and whereas, Item 3 of a Marital Separation Agreement entered into between Husband and Wife on May 29, 1981, provides that the Wife shall have the care and custody of the minor child of the parties hereto; namely, Joanna Jean Itnyre; and whereas, the parties hereto now deem it in the best interests of all concerned to grant unto Husband the care and custody of said minor child.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties do hereby agree that Item 3 of the Marital Separation Agreement dated May 29, 1981, is deleted and the following Item 3 is substituted therefor:

"3. Husband shall have the care and custody of the minor child of the parties hereto with the right and privilege unto Wife to visit with and have said minor child with her at all reasonable times.

Husband shall be entitled to claim the minor child of the parties as his dependent for Federal and State Income Tax purposes for the tax year of 1981, and shall be entitled to claim said minor child; Joanna Jean Itnyre, for Federal and State Income Tax purposes for all years thereafter.

Wife shall turn over to Husband all of the minor child's clothing, jewelry and personal effects."

The foregoing Addendum is not intended in any way to affect or change the other provisions of the original Agreement of the parties hereto dated May 29, 1981, this Addendum becoming a part of the original Agreement. Each party signs this document voluntarily and after having been afforded the opportunity to seek the advice of independent counsel.

AS WITNESS the hands and seals of the parties hereto the day and year first hereinabove written.

Witness: Lois L. Sheehan Barbara Jean Itnyre (SEAL)
BARBARA JEAN ITNYRE

Witness: R. Neal Hoffman George M. Itnyre, III (SEAL)
GEORGE M. ITNYRE, III

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BARBARA JEAN ITNYRE, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum are true and correct as therein stated and acknowledged said Addendum to be her voluntary act and deed.

AS WITNESS my hand and Notarial Seal.



Lois L. Sheehan
Notary Public

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GEORGE M. ITNYRE, III, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum are true and correct as therein stated and acknowledged said Addendum to be his voluntary act and deed.

AS WITNESS my hand and Notarial Seal.



R. Neal Hoffman
Notary Public

RANDY LEE BAER	*	NO. 18689 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
RITA MARIE BAER	*	FOR
Defendant	*	CARROLL COUNTY
	*	

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 21st day of September, 1982, that the Plaintiff, RANDY LEE BAER, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, RITA MARIE BAER; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated September 4, 1981 and filed in this cause, be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

[Signature]
JUDGE

Filed September 22, 1982

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this *4th* day of *September*, 1981, by and between RANDY LEE BAER, of Carroll County, Maryland, herein called "Husband", and RITA MARIE BAER (nee Ruby), of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife having been legally married by a religious ceremony in Carroll County, Maryland, on November 5, 1977, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about July 20, 1981, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

WHEREAS, no children were born to the parties as a result of this marriage.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them,

separately and jointly and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

FIRST: The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since July 20, 1981, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they have never been joined in matrimony.

SECOND: Husband and wife shall be responsible for all their own respective medical and dental expenses and each shall carry their own medical, auto, and other insurance coverage.

THIRD: That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, Husband does hereby:

(a) Release, transfer and assign unto Wife all of his right, title and interest in and to all furniture, household effects, and personal property now in the possession of Wife which were formerly jointly owned by the parties or owned separately by each; said property having been divided by the parties prior to the signing and execution of this Voluntary Separation and Property Settlement Agreement.

(b) Release and discharge Wife from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which Wife may be liable, and at all times to keep Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband, it being the

intention hereof that Husband hereby expressly forever waives any present or future claim he may have against Wife for alimony and/or support for himself.

(c) Release, transfer and assign unto the Wife all his right, title and interest in the 1979 Ford Mustang presently titled in the name of both parties.

(d) Assume the payments and all liability on the Mastercharge credit card with a balance of approximately \$600.00 and the BankAmericard credit card with a balance of approximately \$400.00.

FOURTH: That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, Wife does hereby:

(a) Release, transfer and assign unto Husband all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of Husband (including any and all claim which Wife may have in the 1976 Chevrolet Camaro and 1976 Honda 750-K motorcycle currently titled in the name of Husband) which was formerly jointly owned by the parties or owned separately by each; said property having been divided by the parties prior to the signing and execution of this Voluntary Separation and Property Settlement Agreement.

(b) Release and discharge Husband from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which Husband may be liable, and at all times to keep Husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Wife, it being the intention hereof that Wife hereby expressly forever waives any present or future claim she may have against Husband for alimony and/or support for herself.

(c) Assume the payments and all liability on the Sears credit card with an approximate balance of \$500.00 and the Aldens credit card with an approximate balance of \$400.00.

LAW OFFICES
BECK & HOLLMAN,
CHARTERED
WESTMINSTER, MD. 21157

FIFTH: Each of the parties hereto hereby agree to be responsible for all his or her own attorney fees respectively without contribution from the other. In the event of suit for absolute divorce, each party agrees, in addition to his or her respective counsel fees, to pay all of the Court costs and Master fees incident thereto.

SIXTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this Agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this Agreement by reference, in any Decree or judgment that may be entered in any such action. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

SEVENTH: Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, against the other or against his or her property, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Code (1978 Cum. Supp.), Courts & Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, or any amendments thereto, any claim against the other or against his or her property by virtue of any future change in the residence

LAW OFFICES
BECK & HOLLMAN,
CHARTERED
WESTMINSTER, MD. 21157

or domicile of either of the parties or any future change in the situs of any property of either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

EIGHTH: The parties hereto agree that they have been advised by counsel or have been notified to seek advice of counsel concerning Courts and Judicial Proceedings Subtitle 6A et seq., of the Annotated Code of Maryland, titled Property Disposition In Divorce And Annulment, commonly referred to as "The Marital Property Act". The parties further agree that by signing this Agreement they hereby waive any right, title and interest, if any they may have, or that may be conferred upon them by virtue of Courts and Judicial Proceedings Subtitle 6A et seq., of the Annotated Code of Maryland, titled Property Dispo-

LAW OFFICES
BECK & HOLLMAN,
CHARTERED
WESTMINSTER, MD. 21157

sition In Divorce And Annulment, commonly referred to as "The Marital Property Act".

NINTH: Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any Court modification.

TENTH: The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities and that each regards the terms of this Agreement as fair and reasonable, and each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

ELEVENTH: This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Ruth R. Davidson Randy Lee Baer (SEAL)
Randy Lee Baer
Ruth R. Davidson Rita Marie Baer (SEAL)
Rita Marie Baer (nee Ruby)

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 4th day of Sept, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared RANDY LEE BAER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law that he has read said instrument in its entirety, that the facts and matters set forth therein are true and that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Andrew L. Ballard
Notary Public
- 6 - My Commission Expires: 7-1-82

LAW OFFICES
BECK & HOLLMAN,
CHARTERED
WESTMINSTER, MD. 21157

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 4th day of Sept., 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared RITA MARIE BAER (nee Ruby), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law that she has read said instrument in its entirety, that the facts and matters set forth therein are true and that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Arthur L. Ball
Notary Public
My Commission Expires: 7-1-82

RONALD W. POLLARD	*	NO. 18644 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
BETTY ANN POLLARD	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 21st day of September, 1982, that the Plaintiff, RONALD W. POLLARD, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, BETTY ANN POLLARD; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, Lisa Ann Pollard (born September 27, 1966) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances, subject to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the Plaintiff pay unto the Defendant the sum of Twenty-Five Dollars (\$25.00) per week for the support of the infant child of the parties, subject to the further order of this Court; and

It is further ORDERED that the Defendant pay the costs of this proceeding.

Arthur L. Ball
JUDGE

Filed September 22, 1982

JOHN ROGER STAMBAUGH	*	NO. 18557 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
EVELYN PATRICIA STAMBAUGH	*	FOR
Defendant	*	CARROLL COUNTY
	*	

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 21st day of September, 1982, that the Plaintiff, JOHN ROGER STAMBAUGH, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, EVELYN PATRICIA STAMBAUGH; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant child of the parties, Stacy Olivia Stambaugh (born April 29, 1967) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances, subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Plaintiff pay unto the Defendant the sum of Eighteen Dollars (\$18.00) per week for the support of the infant child, subject to the further order of this Court; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated December 5, 1980 and the Amendment thereto dated December 9, 1980, both filed in this cause, be and the same are hereby made a part hereof as if fully set forth herein; and

Filed September 22, 1982

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

[Signature]
JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 24 day of December, 1980, by and between EVELYN PATRICIA STAMBAUGH ("Wife") and JOHN R. STAMBAUGH ("Husband.")

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 18, 1955, in Frederick County, Maryland. Six children were born as a result of their marriage; namely, JOHN ROGER STAMBAUGH, JR., born 1/5/56; MICHAEL EUGENE STAMBAUGH, born 12/6/56; ROBERT JEFFERY STAMBAUGH, born 12/12/57; JAMES LEE STAMBAUGH, born 5/23/60; CYNTHIA JANE STAMBAUGH, born 6/30/62 and STACY OLIVIA STAMBAUGH, born 4/29/67, hereinafter referred to as "children" or "child". The parties acknowledge that there is only one minor child to whom this separation agreement will address itself; namely, Stacy Olivia Stambaugh, born 4/29/67.

Differences have arisen between the parties and they are now and have been since July 25, 1979, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or immarital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794, (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the minor child, Stacy Olivia Stambaugh, with the right of Husband to visit and have the said minor child with him every other weekend starting with the weekend after the signing of this Separation Agreement, and two weeks in the summer months. Husband shall notify the Wife of his intent not to exercise his visitation privilege twenty-four (24) hours prior to the beginning of the weekend visitation and the Husband shall notify the Wife of the date for the two-week visitation in the summer at least one month in advance of the said visitation.

4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of the said minor child, the sum of Eighteen (\$18.00) Dollars per week for a total of Eighteen (\$18.00) Dollars per week for the said child, until the first to occur of any of the following events:

- a. The death of the child or husband;
- b. The marriage of the child;
- c. The child's becoming self-supporting; or
- d. The child's arrival at age eighteen (18) years.

The Wife shall have the right to claim the child as her dependent on her income tax return, and the Husband agrees not to declare the child as his dependent on his income tax return.

5. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; the Husband releases and discharges Wife, absolutely, and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

7. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County, State of Maryland, known as 314 Main Street, New Windsor, Maryland 21776, ((the "Home".)) The home is subject to the lien of a mortgage. The parties agree to list the home for sale with a real estate broker to be selected by agreement of the parties, or their counsel, by October 1, 1982. Husband may continue to occupy the home until the closing and shall be responsible for all expenses thereof, including, but not limited to mortgage payments, water and utility bills, real property taxes, telephone bills, insurance premiums on the home and contents, and the cost of pest control and necessary repairs which may be necessitated by the sale of the home. Upon the sale of the home, the net proceeds of sale shall be divided

equally between the parties. The net proceeds of sale shall mean such sums as remains after deducting from the gross sale price:

- a. any broker's commission
- b. and/or attorney's fees incurred in connection with the sale
- c. all expenses of sale and closing costs
- d. and the principal, accrued interest and other prepayment penalties due on the mortgage

8. DEBTS

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

9. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1980 if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

10. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce; by reason of the voluntary separation under this Agreement or statutory living apart for the requisite period. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is

liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

11. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

12. COUNSEL FEES: COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, or present. If a divorce proceeding is brought by either party against the other, the parties so filing for a divorce shall be responsible for all court costs thereof, including any master's fees.

13. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

[Signature] (SEAL)
EVELYN PATRICIA STAMBAUGH
[Signature] (SEAL)
JOHN R. STAMBAUGH

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 5th day of DECEMBER, 1980, the above-named EVELYN PATRICIA STAMBAUGH, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires 7/1/82

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 27th day of November, 1980, the above-named JOHN R. STAMBAUGH, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/82

WILLIAM R. DREWS	*	NO. 18636 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
GWENDOLYN D. DREWS	*	FOR
Defendant	*	CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 21st day of September, 1982, that the Plaintiff, WILLIAM R. DREWS, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, GWENDOLYN D. DREWS; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant children of the parties, William Anthony Drews (born February 1, 1970) and Mary Cassandra Drews (born December 29, 1971), be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances, subject to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the Plaintiff pay unto the Defendant as child support those sums set forth in paragraph 4 of the Separation Agreement between the parties; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated June 25, 1981 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

filed September 22, 1982

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

[Signature]
JUDGE

SEPARATION AGREEMENT

THIS AGREEMENT, made this 25th day of JUNE, 1981, by and between WILLIAM R. DREWS hereinafter referred to as the Husband and GWENDOLYN D. DREWS hereinafter referred to as the Wife.

WITNESSETH:

WHEREAS, the parties hereto were duly married on the 28th day of June, 1968; and

WHEREAS, unfortunate differences have arisen between the parties hereto and they are now and have been since the 13th day of February, 1981, living separate and apart by voluntary agreement and the said separation is permanent without hope or expectation of a reconciliation between the parties; and

WHEREAS, as a result of the marriage between the parties, two (2) children have been born; namely: WILLIAM ANTHONY DREWS, born February 1, 1970 and MARY CASSANDRA DREWS, born December 29, 1971.

NOW, THEREFORE, in consideration of the mutual promises made one to the other hereinafter set forth, and for good and other valuable considerations, the parties hereto agree as follows:

1. Husband and Wife are living apart and shall continue to live separate and apart for the rest of their natural lives. Each shall be free from the interference, authority and control, direct or indirect, by the other as fully as though sole and unmarried, and each may for his or her separate use or benefit engage in any employment, business or profession which he or she may deem advisable.

2. Neither of the parties hereto shall, at any time after the date hereof, institute any action against the other for the resumption of the conjugal rights and privileges of the parties hereto, except that the parties hereto shall be free to bring any action advisable for the enforcement of the terms of this Agreement or any other action pertinent in the premises.

3. The Wife shall have custody of the minor children of the parties and the Husband shall have all reasonable visitation rights.

Pl #1
9/7/81

SEPARATION AGREEMENT
DREWS V. DREWS
PAGE 2

4. The Husband agrees to pay to the Wife the sum of Two Hundred Twenty-five Dollars (\$225.00) per child per month for the support of the two (2) minor children of the parties, until each child reaches the age of eighteen (18), unless in school full-time, dies, marries, or is in any other way emancipated. Each November 25th an additional Two Hundred Dollars (\$200.00) for Christmas funds plus Twenty-five Dollars (\$25.00) prior to each child's birthday shall be paid to Wife by the Husband. Wife shall claim children as dependents.

5. In further consideration of the provisions of this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties has or may hereafter have any right, title, interest or claim, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right to interest whatsoever therein, including the right to administer upon the estate of the one so dying. Said parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

6. The Husband agrees to pay the following outstanding bills of the parties: Sears in the approximate amount of Fourteen Hundred Dollars

(\$1,400.00) and Shenandoah Valley National Bank in the approximate amount of Twelve Hundred Dollars (\$1,200.00). Husband shall hold harmless and indemnify the Wife against any and all liability in connection with such of said bills and debts.

7. The Husband hereby transfers and assigns to the Wife all of his right, title and interest in and to the family automobile and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. The Wife shall pay the costs, if any, for the transfer of title of the aforementioned motor vehicle. The Wife agrees to indemnify and hold harmless the Husband against any liability for payment due on the vehicle. Wife agrees to relinquish all rights in Husband's vehicle, now owned or may own in the future. Husband agrees to carry insurance on Wife's vehicle until September 1, 1981, then thereafter all expenses of the said vehicle shall be the Wife's.

8. In consideration of the mutual agreement of the parties to live separate and apart and all the other provisions of this Agreement, the Husband and Wife each hereby waives and relinquishes all claims to alimony, alimony pendente lite, maintenance and support of any nature or kind whatsoever in which he or she may now or hereafter be entitled.

9. Except as herein to the contrary provided, the parties shall and do hereby mutually remise, release, and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and equity, which either of them ever had, now has, or may hereafter have against the other upon or by reason of any matter, cause or thing, it being the intention of the parties that henceforth there shall be, as between them, only such rights and obligations as are specifically provided in this Agreement.

10. Each party shall, at the request and expense of the other party, at any time and from time to time hereafter, take any and all steps and execute and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

11. The Wife agrees that for and in consideration of the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) representing one-half (1/2) of the equity of the parties in the marital home, she shall by such documents as may be necessary, and at the cost and expense of the Husband, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto the Husband all of her right, title and interest in and to the home property now owned by them as tenants by the entireties in fee simple, and known as 507 South Main Street, Mt. Airy, Maryland 21771. The Husband shall assume and pay in accordance with its terms, the existing mortgage held by Maryland National Bank and he shall indemnify and hold harmless the Wife from any and all liability in connection with said mortgage.

The Wife acknowledges receipt of One Thousand Dollars (\$1,000.00) paid June 10, 1981, the balance of the payment due and payable in three (3) equal payments of Two Thousand Five Hundred Dollars (\$2,500.00) each due annually on the 28th day of February, starting February 28, 1982 with the last payment due on February 28, 1984, with no interest or other charges. Wife agrees to execute a deed at the time of execution of this Agreement. Husband agrees to execute a third deed of trust to the benefit of the Wife securing the home. Wife agrees the trustee shall, with no further instruction by the secured party, subordinate the said third trust to bona fide construction loan. The Wife agrees that the trust is to be given to her after execution and she may record it among the land records of Carroll County at her expense as she so sees fit. Wife will move on or before September 1, 1981; Husband to pay mortgages, utilities and normal maintenance until then.

Parties agree on the division of furniture as discussed prior to the date hereof.

12. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13. The provisions of this Agreement shall not be construed in anywise to prevent either party from suing for an absolute or limited divorce, annulment, or other dissolution of the marriage, or for a separation decree in any court of competent jurisdiction; provided, however, that in any decree obtained, this Agreement shall be embodied therein. This Agreement shall survive any such judgment or decree.

14. The Wife acknowledges that she has been advised of the desirability of securing independent legal counsel, and, notwithstanding such advice, desires to execute this Agreement, and the parties hereto declare that each fully understands the facts and has been informed of all legal rights and liabilities and that after such information and knowledge, each believes this Agreement to be fair, just and reasonable, and that each signs this Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties have set their hands and seals to three (3) counterparts of this Agreement, each of which shall constitute an original the day and year first above written, and each of the parties hereto does solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

Brenda J. Grube
WITNESS

William R. Drews
WILLIAM R. DREWS

Elizabeth Grube
WITNESS

Gwendolyn D. Drews
GWENDOLYN D. DREWS

STATE OF MARYLAND:
COUNTY OF PRINCE GEORGE'S:

I HEREBY CERTIFY that before me, the undersigned Notary Public, personally appeared WILLIAM R. DREWS known to me to be the person whose name is subscribed to the within instrument who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and official seal this 25th day of June, 1981.

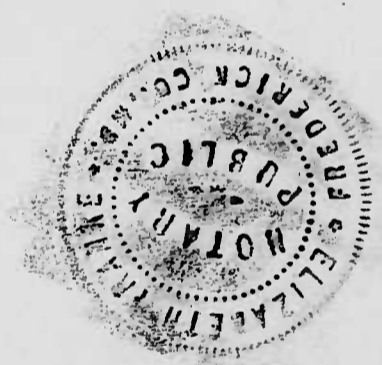
Juliette Grube
Notary Public
My Commission Expires: 7/1/82

STATE OF MARYLAND:
COUNTY OF PRINCE GEORGE'S:

I HEREBY CERTIFY that before me, the undersigned Notary Public, personally appeared GWENDOLYN D. DREWS known to me to be the person whose name is subscribed to the within instrument who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and official seal this 25th day of June, 1981.

Elizabeth Grube
Notary Public
My Commission Expires: 7/1/82



NEWELL L. DEVILBISS	*	NO. 18637 EQUITY
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
CAROL M. DEVILBISS	*	FOR
Defendant	*	CARROLL COUNTY
	*	

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this *22nd* day of *September*, 1982, that the Plaintiff, NEWELL L. DEVILBISS, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, CAROL M. DEVILBISS; and

It is further ADJUDGED, ORDERED AND DECREED that the guardianship and custody of the infant children of the parties, Todd Alan Devilbiss (born December 6, 1971) and Lillian Audra Devilbiss (born June 23, 1974) and the Plaintiff's child by a prior marriage, Brian Scott Devilbiss (born July 1, 1965), be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED AND DECREED that the Plaintiff pay unto the Defendant child support as set forth in the Agreement between the parties dated April 14, 1982, but subject to the further order of this Court, and said Agreement, as filed in this cause, be and the same is hereby made a part hereof as if fully set forth herein; and

Filed September 22, 1982

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Paul K. Burns
JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 14th day of April, 1982, by and between CAROL M. DEVILBISS ("Wife") and NEWELL L. DEVILBISS ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on April 12, 1969, in Denton, Maryland. Two children were born to the parties as a result of their marriage; namely, TODD ALAN DEVILBISS, born December 6, 1971, and LILLIAN AUDRA DEVILBISS, born June 23, 1974. In addition, the parties have joint custody of a minor child of Husband's prior marriage; namely, BRIAN SCOTT DEVILBISS, born July 1, 1965. TODD, LILLIAN and BRIAN are herein after referred to as "Children" or, in the singular, "Child". Differences have arisen between the parties, and they are now and have been since July 3, 1981, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of the Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. The parties hereto did voluntarily and mutually separate on July 3, 1981, with the intent and purpose of ending the

Pls #1
8/14/82
TAN

marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily since July 3, 1981, and intend to do so without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, MD Cts. & Jud. Proc. Code Ann.

Section 3-6A-07, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places.

4. Husband shall pay to Wife, for the support and maintenance of each Child, the sum of One Hundred Sixty-six Dollars and Sixty-seven Cents (\$166.67) per month, for a total of Five Hundred Dollars (\$500.00) per month for all three (3) Children, until the Child Brian Scott Devilbiss dies, marries, becomes self-supporting or arrives at the age of eighteen years, whichever first occurs. Thereafter, Husband shall pay to Wife for the support and maintenance the sum of Two Hundred Fifty Dollars (\$250.00) per month per Child for a total payment of Five Hundred Dollars (\$500.00) per month for the two youngest Children. Husband's obligation to support his minor Children shall cease with respect to each Child upon the occurrence of the first of the following events: (A) death of the child; (B) marriage of the child; (C) the child becoming self-supporting; or (D) the child attaining eighteen years of age. In addition, Husband shall maintain through his employment such medical and hospitalization insurance as is available to Husband through his employment with respect to each Child. For as long as he shall faithfully comply with the provisions of this paragraph 4, Husband may claim the Children as his dependents on his income tax returns, and Wife agrees not to declare the

Children as her dependents on her income tax returns. Husband and Wife agree to contribute equally to the cost of all medical, orthodontal, dental and optical expenses not covered by insurance.

5. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent. The parties agree that the provisions of this paragraph 5 are not subject to any Court modification.

6. Husband shall, at his sole expense, maintain one or more policies of life insurance on his life, with the Wife as sole beneficiary thereof, in such amount or amounts as will result in a total net death benefit to Wife of Fifty Thousand Dollars (\$50,000.00). The obligation imposed by this paragraph 6 shall terminate at such time as no child of the parties is under eighteen (18) years of age.*

7. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence, being the former marital residence, shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, save and except those items listed on "Exhibit A" attached hereto and made a part hereof which shall be the sole property of Husband free from any claim thereto by Wife; and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the

* Husband shall promptly provide written evidence of the maintenance of such insurance whenever wife shall reasonably request the same

sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, policies of life insurance of which he or she is named owner thereof, employee benefit accounts such as Black & Decker pension and thrift plan accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

8. The parties own as tenants by the entireties, improved premises in Carroll County known as 1614 Davinda Drive, Finksburg, Maryland 21048 ("Home"). The Home is subject to the lien of a mortgage. As part of the property settlement and ^{within 45 days} ~~simultaneously~~ ^{of} ~~with~~ the execution of this Agreement, Husband shall convey to Wife all of his right, title and interest in and to the Home and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Wife shall pay to Husband, for Husband's interest in the Home, the total sum of Seven Thousand Five Hundred Dollars (\$7,500.00), payable in cash not more than forty-five (45) days from the date of this Agreement. Wife agrees to exert her best efforts to obtain for Husband a full release from the mortgage indebtedness with respect to the Home. In any case, Wife shall be solely responsible for payment of the mortgage indebtedness according to its terms, and shall hold and save Husband harmless and indemnify him from any liability therefor. Wife shall hold the Home as her sole and exclusive property, free and clear of any interest of Husband. Upon the sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

9. Each party shall assume all responsibility for debts contracted by himself or herself from the date of separation, and each shall hold and save the other harmless from any and all

liability therefor. From and after the date of separation, Husband and Wife covenant and agree that they have not and will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of separation, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations. The parties agree to contribute equally to the payment of the existing Visa account, ~~the balance of which is to be paid as of the date of separation.~~

10. The parties shall file joint Federal and State income tax returns for 1981. Adjustments shall be made between the parties so that Wife's financial position shall be the same as it would have been had she filed separate Federal and State income tax returns for 1981 claiming a total of four personal and dependency exemptions. The cost of preparing the tax returns, if any, shall be divided equally between the parties. Each party shall save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions.

11. Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the

other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

12. Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

13. Husband shall pay to Wife, within ninety (90) days from the date of this Agreement, the sum of Two Hundred Fifty Dollars (\$250.00) to defray the legal fees incurred by her to date in connection with the parties separation. Except as provided herein, each of the parties shall pay his or her own counsel fees in connection with their separation and divorce, and each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the moving parties shall bear all Court costs thereof, including any Master's fee.

14. A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Cts. & Jud. Proc. Code Ann. Sections 3-6A-01 through 3-6A-07, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary

award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said Decree of Divorce. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

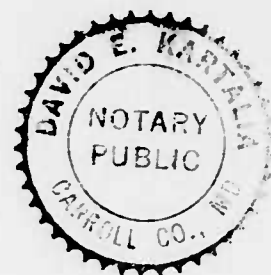
WITNESS:

David E. Kartalin Carol M. Devilbiss (SEAL)
Ralph T. Uebersax Newell L. Devilbiss (SEAL)

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 14th day of April, 1982, the above-named CAROL M. DEVILBISS, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



David E. Kartalin
 Notary Public
 My Commission Expires: 7/1/82

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 14th day of April, 1982, the above-named NEWELL L. DEVILBISS, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Ralph T. Uebersax
 Notary Public
 My Commission Expires: 7/1/82

"EXHIBIT A"

1. Rifles and Shotguns
2. Mantle Clock
3. Two Wrought Iron Lamps
4. Dry Sink

DONNA MARIE ECKER * NO. 18776 EQUITY
Plaintiff * IN THE
VS * CIRCUIT COURT
KENNETH LEE ECKER * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this ND 22 day of September, 1982, that the Plaintiff, DONNA MARIE ECKER, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, KENNETH LEE ECKER; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated August 26, 1981 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.


JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD
SEP 22 10 12 AM '82
LARRY J. COFFLEY
CLERK

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this ²⁶ day of August, Nineteen Hundred and Eighty-One, by and between KENNETH LEE ECKER, whose present mailing address is 106 Twin Willow Court, Apartment 3D, Owings Mills, Maryland 21117, hereinafter called "Husband", and DONNA MARIE ECKER, whose present mailing address is 106 Twin Willow Court, Apartment 3D, Owings Mills, Maryland 21117, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 25th day of October, 1980.

The parties have mutually agreed to voluntarily separate and did so on the date of this Agreement, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on the ²⁷ day of August, 1981.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows.

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof.

Ph #1
9/21/82
TM

CLERKS NOTATION

Documents submitted for record in a condition not permitting satisfactory photographic reproduction.

-2-

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

WAIVER OF ALIMONY

(5) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY AND HOUSEHOLD GOODS

(6) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects, jewelry, and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, jewelry, personal effects, and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects, jewelry, and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

The parties agree that the Husband shall have as his sole and separate property the 5 piece bedroom suite, the cedar chest, the sleep sofa, the stereo system and one-half the records, gardenia, fern and rubber plant.. The wife shall have as her sole and separate property the contents of the living room, the contents of the dining room, the contents of the kitchen, both television sets, all china, the wicker hamper, shelf and basket, brown linens, green linens, iron and ironing board, all plants except those of

CLERKS NOTATION

Documents submitted for record in a condition not permitting satisfactory photographic reproduction.

-3-

Husband, all pictures, books and book shelves, liquor in the den, shells, one clock radio, figurines, flowers and furniture scarves from the bedroom, wicker chair from bedroom, quilt, pillow shams and all curtains from the bedroom, clothes rack, serving pieces in den closet, wedding pictures, her record albums and one-half other records. (See attached schedules.)

MOTOR VEHICLES

(7) The 1977 Pontiac automobile presently titled in the Husband's name shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and Husband may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he is his sole discretion may deem appropriate. Husband shall be solely responsible for the insurance coverage and maintenance of this vehicle.

The 1978 Chevrolet automobile presently titled in the Wife's name shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she is her sole discretion may deem appropriate. Wife shall be solely responsible for the insurance coverage and maintenance of this vehicle.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS, SAVINGS BONDS, CERTIFICATES OF DEPOSIT, STOCKS, AND OTHER MONETARY ASSETS

(8) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

The Christmas Savings Club of Union National Bank of Westminster, Maryland, titled to Husband, shall be divided at its present balance and Husband shall upon receipt of the proceeds thereof pay the Wife the sum of One Hundred Seventy Dollars (\$170.00).

DEBTS

(9) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

The parties will jointly contribute funds to satisfy the outstanding accounts with VISA, Sears, and Shavitz. Wife's contribution shall be \$100.00 toward VISA, \$400.00 towards Sears, and one half of the Shavitz Bill. *The Husband's contribution will be the balance of the above three bills.*

CLERKS NOTATION

Documents submitted for record in
a condition not permitting satisfactory
photographic reproduction.

-4-

WAIVER OF RIGHTS

(10) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Section 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(11) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

INCORPORATION OF AGREEMENT

(12) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(14) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such

CLERKS NOTATION

Documents submitted for record in
a condition not permitting satisfactory
photographic reproduction.

-5-

alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. To law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements hereinset forth with respect to the transfer of the real and tangible personal property herein described.

ENTIRE AGREEMENT

(15) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION

(16) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(17) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

WITNESS WHEREOF, the parties have set their hands and seals
this 26th day of August, Nineteen Hundred and Eighty-One.

WITNESS

KENNETH LEE ECKER

(SEAL)

WITNESS

DONNA MARIE ECKER

(SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 26 day of August, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KENNETH LEE ECKER, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Notary Public - Commission Expires 7/1/82

CLERKS NOTATION

Documents submitted for record in
a condition not permitting satisfactory
photographic reproduction.

-6-

Baltimore

STATE OF MARYLAND, COUNTY OF GARROLL, to-wit:

I HEREBY CERTIFY that on this 25th day of August, 1981,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared DONNA MARIE ECKER, and made oath in due form
of law, under penalty of perjury, that the matters and facts contained in the
foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Angelina M. Duons

Notary Public - Commission Expires 7/1/82

CLERKS NOTATION

Documents submitted for record in
a condition not permitting satisfactory
photographic reproduction.

Kitchen table & 2 chairs
8 place settings of stoneware & serving pieces
miscellaneous plastic serving bowls
cotton baskets, 1 glass baking dishes
8 place setting stainless flatware
miscellaneous cooking utensils
15 piece pot & pan set
cooking ware baking dishes
glassware - drinking glasses - service for 8, pitcher & 8 glasses
6 wine glasses & decanter, cordial glasses
stoneware soup crocks
4 slice toaster 1 stainless cake plate
crock pot
ice crusher
food processor
tea kettle
coffee pot
deep fryer
electric fry pan
silver & crystal wine decanter
silver pie plate
silver chips & dip set
gold bowl & tongs - silver rimmed
china service for 12
buffet server
spices
spice rack
towel rack
canister set
cookie jar
waffle iron

CLERKS NOTATION

Documents submitted for record in a condition not permitting satisfactory photographic reproduction.

cookie baker
1 con. & ironing board
brown carpet in living room, dining room, hallway
1 striped sofa
1 striped loveseat
1 brown chair
2 end tables
1 cocktail table
1 sofa table
1 wooden clock
wall hangings in ^{kitchen} living room, dining room, hallway, bedroom
orange book shelves, books, sea shell collection, liquor
1/2 record albums
plants other than those previously listed - 1 plant pole
1 wicker hamper
1 wicker shelf
1 wicker trash can
brown rugs & tank set
14 green rugs & tank set
blue rugs & tank set
1 set blue towels
1 set brown towels
1 set yellow towels
1 set light green & dark green towels
placemats & napkin sets
cook books
1 chaise lounge
white curtains & sheers from bedroom
curtains from living room
1 patch work quilt & 2 white pillows with shams
1 blue afghan
2 brass lamps, brass pheasant, candlesticks, snuffer, spittoon

wooden clothes tree

miscellaneous knick knack from living room

wicker chair from bedroom

1 19" color TV

1 12" black & white TV

christmas lights

easter decorations

ice bucket

DAVID S. MAHONEY

Plaintiff

vs

KAREN K. MAHONEY

Defendant

No. 18550 Equity

in the

Circuit Court

for

Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 23RD day of SEPTEMBER, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, David S. Mahoney, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Karen K. Mahoney; and

It is further ADJUDGED, ORDERED and DECREED that the Separation Papers dated April 30, 1981 between the parties hereto and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

[Signature]
Judge

RECEIVED IN
CIRCUIT COURT
CLERK
SEP 23 1 59 PM '92
LARRY W. SHIPLEY

SEPARATION PAPERS
OF
DAVID MAHONEY
AND
KAREN K. MAHONEY

Listing of items and how they are to be divided as agreed upon
by both parties.

Pl. Exhibit No. 1

ITEMS TO BE DISTRIBUTED AS FOLLOWS:

KAREN MAHONEY

1981 Chevette (Assume payments)
1/2 Savings Account
1/2 Checking Account
1/2 Certificate Of Deposits

Sewing Room Furniture - Consisting of

- A. Sewing Table
- B. Single Bed
- C. Small Chest
- D. Desk & Chair

Master Bedroom Furniture - Consisting of

- A. Mirrored Dresser
- B. Bedroom Recliner
- C. Hope Chest
- D. Portable Color TV

Dining Room Furniture - Consisting of

- A. Table
- B. 4 Chairs
- C. China Cabinet
- D. Stereo Console

Clubroom Furniture - Consisting of

- A. Blue Sofa Bed
- B. White Love Seat
- C. 2 Red Chairs
- D. Glass Tables
- E. Arc Lamp
- F. Table & Chairs
- G. Glass shelving
- H. Fish Tank
- I. Lamps

Kitchen Equipment

- A. Crock Pot
- B. Electric Fry Pan
- C. Toaster Oven
- D. Mixer
- E. 1/2 Dinner ware & Silverware
- F. Canisters

The above personal property is to
be divided as listed above.

Karen K. Mahoney
Karen Mahoney

David Mahoney
David Mahoney

April 30, 1981
Date

ITEMS TO BE DISTRIBUTED AS FOLLOWS:

DAVID MAHONEY

Ocean Pines Lot (Assume payments)
1/2 Savings Account
1/2 Checking Account
1/2 Certificates Of Deposits
Stocks

Master Bedroom Furniture - Consisting of

- A. Large Bed
- B. Night Stand
- C. Men's Dresser

Den Furniture - Consisting of

- A. Desk & Chair
- B. Book Shelf

Living Room Furniture - Consisting of

- A. Sofa
- B. Rocker
- C. Recliner
- D. End Tables
- E. Coffee Table
- F. Lamps
- G. Color Console TV
- H. Portable Stereo

Kitchen Equipment

- A. 1/2 Dinnerware & silverware

The above personal property is to be divided as listed above.

David Mahoney
David Mahoney

Karen H. Mahoney
Karen Mahoney

April 30, 1981
Date

ITEMS TO BE SOLD AND DIVIDED EQUALLY

- 1. House
- 2. El Camino (1977 Chevrolet)
- 3. 1980 Coleman Camper
- 4. Lawn Tractor
- 5. Refrigerator
- 6. Freezer
- 7. Washer & Dryer

The above personal property is to be divided as listed above.

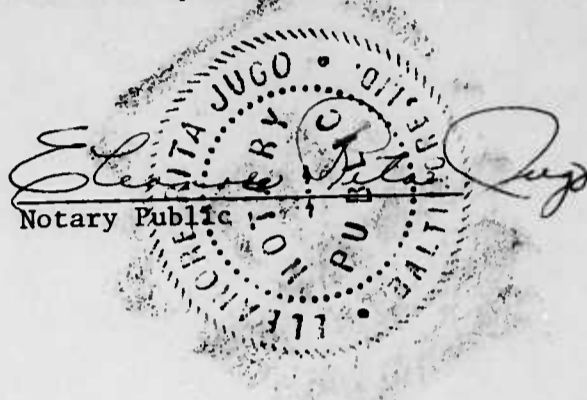
David Mahoney
David Mahoney

Karen H. Mahoney
Karen Mahoney

April 30, 1981
Date

State of Maryland, To Wit:
County of Baltimore

I HEREBY CERTIFY, that on this 30th day of April, 1981,
David Mahoney, before me the subscriber, a Notary Public of the State
of Maryland in and of the aforesaid, personally appeared and acknowledged
that the aforementioned to be his act. As witness my hand and notarial
seal.

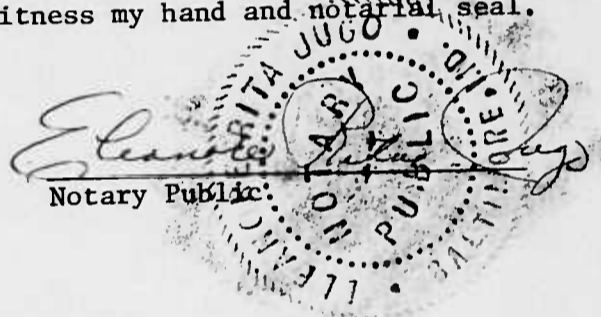


SEAL

My Commission Expires:
6-85

State of Maryland, To Wit:
County of Baltimore

I HEREBY CERTIFY, that on this 30th day of April 1981,
Karen Mahoney, before me the subscriber, a Notary Public of the State of
Maryland in and of the aforesaid, personally appeared and acknowledged that
the aforementioned to be her act. As witness my hand and notarial seal.



SEAL

My Commission Expires:
6-85


MARGARET JILL HENSON	:	No. 17441 Equity
Plaintiff	:	in the
vs	:	Circuit Court
MARK ALLEN HENSON	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by
the Plaintiff, the proceedings were read and considered by the
Court:

WHEREUPON IT IS ORDERED this 23RD day of SEPTEMBER,
Nineteen Hundred and Eighty-two, that the above-named Plaintiff,
Margaret Jill Henson, be and she is hereby divorced "A VINCULO
MATRIMONII" from the Defendant, Mark Allen Henson; and

It is further ORDERED that the Plaintiff pay the costs of
this proceeding.


Judge

RECEIVED IN
CIRCUIT COURT
SEP 23 1 59 PM '82
LARRY M. SHIPLEY
CLERK

EDWARD A. ZULCH * NO. 18495 EQUITY
 Plaintiff * IN THE
 vs * CIRCUIT COURT
 LYNN E. ZULCH * FOR
 Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 24th day of SEPTEMBER, 1982, that the Plaintiff, EDWARD A. ZULCH, be and he is hereby divorced "A VINCULO MATRIMONII" from his wife, the Defendant, LYNN E. ZULCH; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.


 JUDGE

SEP 27 9 06 AM '82

ALL
 LARRY HINLEY
 CLERK

GEORGE RUSSELL MILLER : No. 18382 Equity
 Plaintiff : in the
 vs : Circuit Court
 GAIL A. MILLER : for
 Defendant : Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 29th day of SEPTEMBER, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, George Russell Miller, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Gail A. Miller; and

It is further ADJUDGED, ORDERED and DECREED that the Defendant, Gail A. Miller, be and she is hereby awarded the guardianship and custody of Shona Anne Miller, the minor child of the parties hereto, with the right unto the Plaintiff, George Russell Miller, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED, ORDERED and DECREED that Plaintiff pay unto Defendant, accounting from September 1, 1982, the sum of \$150.00 per month toward the support of the minor child of the parties until said child attains the age of 18 years, marries, becomes self-supporting, or dies, whichever shall first occur, and further, said child support shall be increased as of January 1st of each subsequent year by that percentage of the base sum which is equal to the percentage increase, if any, over the preceding twelve (12) months in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, United States Department of Labor, Bureau of Labor Statistics, (100-1967), for that geographical area in which Defendant

Filed September 30, 1982

resides; and Defendant shall have the right to claim said minor child as a dependent for the purpose of annual Federal and State Income Tax Returns; subject to the further Order of this Court; and

It is further ADJUDGED, ORDERED and DECREED that Plaintiff shall maintain in full force and effect for the benefit of said minor child, his present medical and hospital insurance or equivalent insurance providing equivalent coverage, and, in addition thereto, Plaintiff shall pay, on behalf of the child, as the same are incurred, all reasonable and necessary medical, dental, nursing and hospital expenses, including the cost of medicines, drugs, therapy, orthodontics and appliances prescribed by a physician or dentist for said child, except such medicines and drugs as are usually kept in the medicine cabinet of the average household. Plaintiff's obligation for medical insurance and medical and dental bills provided herein shall cease and terminate upon said minor child reaching the age of eighteen (18) years, marrying, becoming self-supporting or dying, whichever shall first occur, provided, however, that should said child be enrolled in an institution of higher learning as a full time student in good standing, the above obligations to provide medical, dental and other health care for her shall continue until she reaches the age of twenty-one (21) years; subject to the further Order of this Court; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Defendant, Gail A. Miller, be and the same is hereby changed to Gail Ann Marie Kahn, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.


Judge

ROBERT A. PENN, JR.	:	No. 18471 Equity
Plaintiff	:	in the
vs	:	Circuit Court
JoELLEN N. PENN	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 29th day of SEPTEMBER, Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Robert A. Penn, Jr., be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, JoEllen N. Penn; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated March 2, 1981, and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.


Judge

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD
SEP 30 10 24 AM '82
LARRY W. SHIPLEY
CLERK

**VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT**

THIS AGREEMENT, Made this 2 day of March, 1981,
by and between JOELLEN M. PENN, hereinafter referred to as the
"Wife" and ROBERT A. PENN, JR., hereinafter referred to as the
"Husband".

W I T N E S S E T H:

WHEREAS, the parties hereto were married on the 25th
day of February, 1978, in Carroll County, Maryland, by a religious
ceremony, and

WHEREAS, no children were born of this marriage; and

WHEREAS, in consequence of disputes and unhappy
differences which have arisen between the parties hereto, the
said parties have voluntarily and mutually agreed to live
separate and apart and are now and since the 19th day of January,
1981, have continuously been living separate and apart, and

WHEREAS, it is the desire of the parties hereto to
make a full and complete settlement of their property now owned
by them and which may be hereafter acquired by them without
waiving any ground for divorce which either of them may now or
hereafter have against the other, the parties deem it in their
best interest to enter into this Agreement to formalize said
voluntary separation, to settle their respective property rights,
the right of the Wife to support and maintenance and counsel fees
and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and
of the mutual promises and undertakings herein contained,
and in consideration of the sum of One Dollar (\$1.00) and other
good and valuable consideration, receipt of which is hereby
acknowledged, the parties hereto mutually covenant and agree
with each other and for their respective heirs, personal
representatives and assigns as follows:

Pl. Exhibit No. 1

1. **RESERVATION OF RIGHTS:** Nothing contained in this
Agreement shall be construed as a waiver by either of the parties
of any ground for divorce which either of them may now or here-
after have against the other, the same being hereby expressly
reserved.

2. **VOLUNTARY SEPARATION:** The parties having hereto-
fore mutually agreed to separate and voluntarily live separate
and apart in separate places of abode without any cohabitation
and having done so since January 19, 1981, do hereby expressly
agree to continue to do so. Neither of the parties shall inter-
fere with or molest the other, nor endeavor in any way to
exercise any marital relations with the other or to exert or
demand any right to reside in the home of the other. Each
party shall be free to go his or her own respective way as fully
and to the same extent as if they had never been joined in
matrimony. Each may reside at such place or places as he or she
may select and each may, for his or her separate use and benefit,
conduct, carry on and engage in any business, profession or
employment which to him or her may seem advisable.

3. **PERSONAL PROPERTY:** The Wife shall be entitled
to own and possess the 1977 Volkswagen Scirocco automobile,
free and clear from any claims by the Husband. In addition,
each party shall own, have and enjoy independent of any claim
or right of the other party, all items of personal property
of every kind, nature and description which are in their
respective possessions, custody or control as of the execution
of this Agreement. Each party transfers all of their right,
title and interest in and to such property currently held by
the other to the other

4. **DEBTS:** The Wife agrees to remain solely respon-
sible for the repayment of the loan to the Maryland National
Bank which is secured by the 1977 Volkswagen Scirocco automobile,
and to indemnify and hold the Husband harmless in any action
brought by said bank for the collection of said debt. The

parties hereby acknowledge that there are no other joint debts between them. The parties further agree that no debts will be contracted in the name of the other party, and to hold the other party harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases either of them may hereafter make, and neither shall hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

5. REAL PROPERTY: The parties are the owners of the real property known as 6619 Church Street, Sykesville, Maryland 21784. The Wife does hereby agree to transfer to the Husband her entire right, title and interest in and to this property, in consideration for the payment by the Husband to her of the sum of Seven Thousand Dollars (\$7,000.00), Five Thousand Dollars (\$5,000.00) of which shall be due and payable on or before June 1, 1981, with the balance due and payable by June 1, 1982. Said sums shall be payable without interest until their respective due dates, and thereafter shall bear interest at the rate of ten percent (10%) per annum. The payment of these amounts to the Wife shall be secured by a Second Purchase Money Mortgage executed by the Husband in favor of the Wife contemporaneous with the execution of this Agreement. All costs incident to the transfer of this property and the preparation of related papers shall be divided equally by the parties.

6. WAIVER OF ALIMONY: Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this agreement including any right to alimony or support from the other, except as otherwise provided herein.

7. WAIVER OF INHERITANCE RIGHTS: Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent, inheritance, distributions and all other rights or claims growing out of said marriage between them and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed and whether now or hereafter acquired and each will, upon request of his or her spouse execute good and sufficient release of dower or curtesy to the other spouse, her or his heirs or assigns, or personal representatives or will join upon request, with the spouse or her or his assigns, in executing any deed or deeds to any real property now or hereafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.

8. WAIVER OF MARITAL RIGHTS: Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Code, Courts & Judicial Proceedings, § 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State, or any other state, subsequent to the execution of this agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and

assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. **ATTORNEYS FEES:** The Wife agrees to reimburse to the Husband one-half of the Husband's attorney's fees incurred in the preparation of this Agreement to a maximum of Seventy-Five Dollars (\$75.00). Any attorney's fees incurred by either party in obtaining a divorce shall be the sole responsibility of the party incurring such obligation. Any Court costs (including Master's fees) incident to such divorce action shall be paid by the Plaintiff.

10. **REPRESENTATION BY COUNSEL:** In connection with the negotiation and preparation of this Agreement, the Husband has had the benefit of counsel of J. BARRY HUGHES, an attorney admitted to practice law in the State of Maryland. The Wife has been advised that she has the right to independent legal advice by counsel of her selection, and that further she has been advised that it is in her best interest to have this Agreement reviewed by her attorney prior to signing it. Nonetheless, the Wife has stated that she does not desire the assistance of counsel and that she knowingly and voluntarily waives her right to the assistance of counsel in connection with the execution of this Agreement.

11. **APPLICABLE LAW:** This Agreement shall be subject to and governed by the laws of the State of Maryland irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement this 2 day of March, 1981.

WITNESS:

J. Barry Hughes (SEAL)
Joellen N. Penn (SEAL)
Robert A. Penn, Jr. (SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL to wit:

I HEREBY CERTIFY that on this 2 day of March, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOELLEN N. PENN, known to me, or satisfactorily proven, to be the person mentioned in the within instrument, and she made oath in due form of law, that the matters and facts contained therein are true and correct to the best of her knowledge, information and belief and she acknowledged to me that she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal

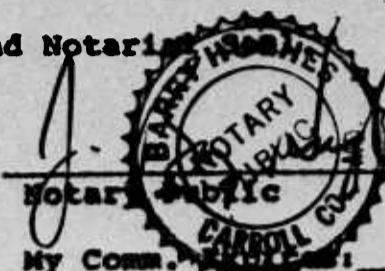


STATE OF MARYLAND, COUNTY OF CARROLL to wit:

I HEREBY CERTIFY that on this 2 day of March, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBERT A. PENN, JR., known to me, or satisfactorily proven, to be the person mentioned in the within instrument, and he made oath in due form of law, that the matters and facts contained therein are true and correct to the best of his knowledge, information and belief and he acknowledged to me that he executed the same for the purposes

contained therein.

WITNESS my hand and Notary



MICHAEL W. ALBAN	:	No. 18600 Equity
Plaintiff	:	in the
vs	:	Circuit Court
JUDITH A. ALBAN	:	for
Defendant	:	Carroll County

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 29th day of SEPTEMBER Nineteen Hundred and Eighty-two, that the above-named Plaintiff, Michael W. Alban, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Judith A. Alban; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement dated September 24, 1981 and the Addendum to Voluntary Separation and Property Settlement Agreement dated May 28, 1982, by and between the parties hereto and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.


Judge

RECEIVED IN
CIRCUIT COURT
SEP 30 10 20 AM '82
CLERK

MICHAEL W. ALBAN * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
JUDITH A. ALBAN * CARROLL COUNTY
Defendant * Equity No. 18600

AMENDED DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 28th day of OCTOBER, 1982, that the above-named Plaintiff, Michael W. Alban, be and he is hereby divorced "A VINCULO MATRIMONII" from the Defendant, Judith A. Alban; and

It is further ADJUDGED, ORDERED and DECREED that the Voluntary Separation and Property Settlement Agreement dated September 24, 1981, and the Addendum to Voluntary Separation and Property Settlement Agreement dated May 28, 1982, by and between the parties hereto and filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED, ORDERED and DECREED that the name of the Defendant, Judith A. Alban, be changed to Judith A. Carter; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.


Judge

Filed October 28, 1982

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 24th day of SEPTEMBER, 1981, by and between MICHAEL ALBAN, of Carroll County, Maryland, herein called "Husband", and JUDY ALBAN, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on July 17, 1976, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about June 15, 1981, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

FIRST: Husband and wife have agreed that all of the clothing, personal effects and personal property of each, of whatsoever description, shall be the absolute property of each free of any claim of the other, except as hereinafter provided.

EXHIBIT
NO. 1

Pl. Exhibit No. 1

SECOND: That no children were born to husband and wife as a result of this marriage.

THIRD: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby:

(a) Release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each.

(b) Release, transfer and assign unto wife all of his right, title and interest in a 1978 Jeep automobile. It is further understood and agreed by and between the parties that the wife indemnifies and holds husband harmless with respect to all obligations and liabilities arising from the purchase or ownership of said vehicle.

(c) Release and discharge wife from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband, it being the intention hereof that husband hereby expressly forever waives any present or future claim he may have against wife for alimony and/or support for himself.

FOURTH: That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby:

(a) Release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each.

(b) Release, transfer and assign unto husband all of her right, title and interest in a 1980 Honda and a 1972 Gremlin. It is further understood and agreed by and between the parties that the husband indemnifies and holds wife harmless with respect to all obligations and liabilities arising from the purchase or ownership of said vehicles.

(c) Release and discharge husband from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife, it being the intention hereof that wife hereby expressly forever waives any present or future claim she may have against husband for alimony and/or support for herself.

FIFTH: Husband and wife acknowledge the ownership as tenants by the entirety, of real property located on Turkey Foot Road. Husband and wife agree that the aforesaid property will be sold. Husband and wife acknowledge that there are potential buyers interested in the sale and an attempt will be made by the parties to sell said property without benefit of a realtor for a reasonable period of time. If the property cannot be sold without a realtor, then said property will be listed for sale with a licensed realtor in Carroll County, Maryland. In the event that husband and wife cannot agree upon a realtor, each shall select their own realtor. The aforementioned realtors will then select a third realtor who will list the property. Husband and wife agree that the proceeds from the sale of the property after all expenses of sale will be used to pay all joint obligations in existence at the time of the sale. Any proceeds remaining after the payment of joint obligations will be divided equally between the parties.

SIXTH: All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

SEVENTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live apart from each other free from the other's authority.

EIGHTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce and pay his or her counsel fees and court costs with respect thereto.

NINTH: Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

TENTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this agreement by reference, in any decree or judgment that may be entered in any such action.

ELEVENTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties

hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

TWELFTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

THIRTEENTH: The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

FOURTEENTH: Husband and wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any court modification.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Russell M. Russell

Michael Alban (SEAL)
MICHAEL ALBAN

Wendy H. Russell

Judy Alban (SEAL)
JUDY ALBAN

STATE OF MARYLAND)
Anne Arundel TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 1st day of Sept, 1981, the above-named MICHAEL ALBAN personally appeared

before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Rosalie M. Russell
Notary Public
Rosalie M. Russell

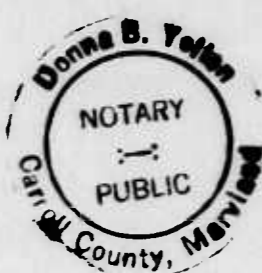


STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 24th day of September 1981, the above-named JUDY ALBAN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Donna B. Yelton
Notary Public
Donna B. Yelton



ADDENDUM TO VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM, made this 28th day of May, 1982, by and between MICHAEL ALBAN, of Carroll County, Maryland, herein called "Husband", and JUDY ALBAN, of Carroll County, Maryland, herein called "Wife", will serve as an Addendum to the Voluntary Separation and Property Settlement Agreement executed between Husband and Wife on September 24, 1981.

Husband and Wife agree as follows:

1. That contemporaneously with and by the execution and delivery of this Addendum, and in consideration of the premises, Husband does hereby release, transfer and assign unto Wife all of his right, title and interest in and to the Jeep Motor Vehicle now in Wife's possession. Wife agrees to keep husband free, harmless and indemnified from any and all obligations arising out of the ownership of the aforementioned Jeep.

2. Wife agrees to pay the outstanding balance on the Sears credit account (approximate amount of \$150.00). Husband agrees to pay all other joint obligations presently in existence.

3. Paragraph FIFTH of the Voluntary Separation and Property Settlement Agreement executed on September 24, 1981, will be modified to read as follows:

FIFTH: Husband and Wife agree that Wife will release, transfer and assign unto Husband any and all interest that she may have in the real property owned by Husband and Wife on Turkeyfoot Road in return for Husband paying Wife the sum of FOUR THOUSAND DOLLARS (\$4,000.00) at the time of settlement. Husband agrees to hold Wife free, harmless and indemnified from any and all obligations arising out of the transfer of the property or any liens in existence on the property. It is agreed that Husband will pay all costs of transfer relative to the aforementioned transaction.

4. It is agreed and understood by and between the parties that Husband will apply for a divorce a vinculo matrimonii on the grounds of voluntary separation on or about

June 15, 1982. It is further agreed and understood that Husband will pay the Court costs of said proceeding and that each party will be responsible for paying his or her own attorney. In the event that Husband fails to file for divorce on or about June 15, 1982, then Wife reserves the right to file for divorce with the understanding that Husband will be responsible for the payment of all Court costs related thereto.

5. Husband and Wife agree that the provisions of this Addendum are not subject to Court modification.

6. It is further understood and agreed by and between Husband and Wife that all other provisions set forth in the Voluntary Separation and Property Settlement Agreement between the parties dated September 24, 1981, shall remain in full force and effect.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Peggy S. Conrad (SEAL)
MICHAEL ALBAN
Judy Alban (SEAL)
JUDY ALBAN

STATE OF MARYLAND)
TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 28th day of May, 1982, the above-named MICHAEL ALBAN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



STATE OF MARYLAND)
TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 26th day of May, 1982, the above-named JUDY ALBAN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Gail S. Crowl
Notary Public

ELAINE EVELYN GREEN * NO. 18655 EQUITY
Plaintiff * IN THE
vs * CIRCUIT COURT
THOMAS FENTON GREEN * FOR
Defendant * CARROLL COUNTY

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 29TH day of September, 1982, that the Plaintiff, ELAINE EVELYN GREEN, be and she is hereby divorced "A VINCULO MATRIMONII" from her husband, the Defendant, THOMAS FENTON GREEN; and

It is further ORDERED that the pertinent parts of the Separation Agreement between the parties dated October 14, 1981 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff be and she is hereby authorized to resume her former married name, ELAINE EVELYN JONES; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

[Signature]
JUDGE

RECEIVED IN
CIRCUIT COURT
CLERK
SEP 30 10 18 AM '82
LARRY CRAWLEY

SEPARATION AGREEMENT

THIS AGREEMENT, made this 14th day of October, 1981, by and between ELAINE EVELYN GREEN, (wife), party of the first part, and THOMAS F. GREEN, (husband), party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony in Warsaw, Virginia, on March 29, 1980. No children were born to them as a result of this marriage.

For causes arising prior hereto the parties are not now living as man and wife. On July 9, 1981, the parties mutually agreed to voluntarily live separate and apart in separate places of abode without any cohabitation and they have continued to do so. The parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation and to settle their respective property rights and other matters relating to and growing out of their marital relationship.

NOW THEREFORE, in consideration of the premises and mutual covenants of each of the parties, they do hereby covenant and agree with each other and their respective heirs, personal representatives, and assigns, as follows:

1. The parties, having previously mutually agreed to separate and to voluntarily live separate and apart, in separate places of abode, without any cohabitation, and having done so since July 9, 1981, do hereby agree expressly to continue to do so and they hereby declare that neither of them has made any bona fide attempt at a reconciliation. Neither of the parties shall interfere with nor molest the other, nor endeavor in any way to exercise any marital control or right over the other, nor to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

Ph # 1
9/14/82
The Legal
Clinic of
CRAWLEY &
SCHMIDT, P.A.

2. The parties agree that each may retain exclusive use, possession, and ownership of all that personal property currently in his or her own possession free from any right, title, claim, or interest on the part of the other party.

3. Wife shall have exclusive right to reside at the formal marital residence of the parties known as 5844 Woodbine Road, Woodbine, Maryland 21797, and she shall accept sole and exclusive responsibility for all payments in connection with the use and ownership of the property including but not limited to payment of the mortgage to Royal Oak Federal Savings and Loan Association. Wife hereby indemnifies and holds Husband harmless against any and all claims or liabilities resulting from that first mortgage.

4. Wife agrees upon demand to sign the certificate of title to the 1976 Toyota truck currently in the possession of the Husband and owned solely in Wife's name. Husband shall be entitled to exclusive use, possession, and ownership of that truck.

5. Each party shall hereafter be responsible for his or her own debts and from the date of this Agreement, neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other.

6. The parties hereby declare that it is their intentions to settle finally any and all claims of any nature whatsoever which the parties might each have against the other as a result of their marriage and they mutually agree to release and sign to the other all claims, demands, accounts, or causes of action which they might have against each other. The parties further agree that they shall waive all rights of inheritance against the other's estate as well as the right to administer upon the estate of the other.

7. With the approval of any Court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated in any Decree of Absolute Divorce which may be passed by said Court. Nevertheless, the parties agree that they shall abide by and carry out all the provisions of this Agreement.

AS WITNESS, the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Elaine Evelyn Green (SEAL)
ELAINE EVELYN GREEN

Thomas F. Green (SEAL)
THOMAS F. GREEN

STATE OF MARYLAND
COUNTY OF HOWARD

to wit:

I HEREBY CERTIFY that on this 6th day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ELAINE EVELYN GREEN and made oath in due form of law under the penalties of perjury that she is competent to be a witness and that she executed the foregoing Separation Agreement and that she fully understands the contents of same and all other matters are true and correct as therein stated and acknowledged the foregoing Separation Agreement to be her free and voluntary act and deed.

AS WITNESS, my hand and notarial seal.

John D. Witte
NOTARY PUBLIC

My Commission Expires: 7-1-82

STATE OF Virginia
COUNTY OF King George

to wit:

I HEREBY CERTIFY that on this 14th day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS F. GREEN and made oath in due form of law under the penalties of perjury that he is competent to be a witness and that he executed the foregoing Separation Agreement and that he fully understands the contents of same and all other matters are true and correct as therein stated and acknowledged the foregoing Separation Agreement to be his free and voluntary act and deed.

AS WITNESS, my hand and notarial seal.

Edythe C. Warrick
NOTARY PUBLIC

My Commission Expires: 7-1-82
8-31-85